

CLERK OF THE CIRCUIT COURT

COUNTY

STATE OF MARYLAND

LAND RECORDS

(CHATTEL & MORTGAGE RECORDS)

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

CLERK OF THE CIRCUIT COURT
ALLEGANY COUNTY
STATE OF MARYLAND

LAND RECORDS
(CHATTEL & MORTGAGE RECORDS)

HALL OF RECORDS COMMISSION
STATE OF MARYLAND

STATE OF MARYLAND
HALL OF RECORDS

MORRIS L. RADOFF
ARCHIVIST

ANNAPOLIS

I hereby certify that the Land Records microfilmed herein,
contained on this roll of film, are the actual records of the
Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter
504, Acts of 1949, which requires the Clerks to file with the
Land Office microfilmed copies of the Land Records in lieu of
the abstracts which were previously required.

These microfilms are being produced by the Hall of Records
Commission.

Joseph E. Boden
Clerk of Circuit Court

For Allegany County

Date December 10, 1952.

J. E. B.

300

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

STATE OF Ohio
COUNTY OF Summit TO WIT:

I HEREBY CERTIFY, that on this 24 day of Sept. in the year nineteen Hundred and Fifty-three, before me, the undersigned, a Notary Public of the State of Ohio, in and for said County, personally appeared Paul B. Neuhouser and Beulah A. Neuhouser, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

THOMAS C. POWLES, Notary Public
My Commission Expires Aug. 12, 1956

Thomas C. Powles
Notary Public

FILED AND RECORDED OCTOBER 2nd 1953 at 11:50 A.M.

This Mortgage, Made this 30th day of September

In the year Nineteen Hundred and fifty-three, by and between

- - - WILLIAM B. LIVINGSTON and RUTH A. LIVINGSTON, his wife - - -

of Allagany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

at Frostburg, Allagany County, in the State of Maryland

part of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate in the Town of Frostburg on First Alley, and known and distinguished as part of Lot No. 27 of McCulloch's Addition to said Town, and more particularly described as follows:

BEGINNING for the same at the intersection of the Southerly side of First Alley and the Easterly side of Tenth Alley, and running thence with said side of Tenth Alley and with the third line of said whole lot reversed, South twenty-nine degrees West fifty-five feet, thence with part of the second line of the whole lot reversed South sixty-one degrees East fifty feet, thence running across said whole lot by a line parallel to the third and rear line thereof, North twenty-nine degrees East fifty-five feet to the Southerly side of First Alley, thence with said side of First Alley and with part of the fourth line of the whole lot reversed, North sixty-one degrees West fifty feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Chalmer N. Livingston et ux, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party

of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors ~~and assigns~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness: (as to Ruth)

Ruth M. Todd

William B. Livingston [Seal]
WILLIAM B. LIVINGSTON

Ruth A. Livingston [Seal]
RUTH A. LIVINGSTON

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this day of September

in the year nineteen hundred and fifty-three, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM B. LIVINGSTON and RUTH A. LIVINGSTON, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared **F. EARL KREITZBURG,** Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and further made oath that he is the Cashier of said Bank and duly authorized by it to make this

Witness my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
Notary Public

FILED AND RECORDED OCTOBER 2nd 1953 at 1:20 P.M.
This Mortgage, Made this 1st day of OCTOBER in the

year Nineteen Hundred and Fifty-three by and between

Charles O. Bagant and Rosella C. Bagant, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Ten Thousand Six Hundred 00/100 - - - (\$10,600.00) - - - Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Eighty-three 85/100 - - - (\$83.85) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST PARCEL: All those lots, pieces or parcels of ground situated, lying and being in LaVale, Allegany County, Maryland, and known as all of Lot No. 5 and the Southwesterly one-half of Lot No. 6 of Weires Addition, which said property is more particularly described in one parcel as follows:

BEGINNING for the same at a point on the Southeasterly side of Weires Avenue at the end of a line drawn South 48 degrees 45 minutes West 400 feet from the intersection formed by the Southwesterly side of Eleanor Street (formerly known as Shanks Lane) and the Southeasterly side of Weires Avenue said point being also at the end of a line drawn North 48 degrees 45 minutes East 167.25 feet from the intersection of the Northeasterly side of LaVale Boulevard and the Southeasterly side of Weires Avenue, and running then with said side of said Weires Avenue North 48 degrees 45 minutes East 75 feet; then South 41 degrees 15 minutes East 138 feet; then South 48 degrees 45 minutes West 75 feet to the division line between Lots 4 and 5 of said Addition; and then with the last mentioned division

line North 41 degree 15 minutes West 138 feet to the point of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Clement J. Cosgrove and Agnes B. Cosgrove, his wife, dated the 24th. day of April, 1953, and recorded in Liber No. 249, folio 463, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: All those lots or parcels of ground lying on and near Hill Street in the City of Cumberland, Allegany County, Maryland, known as Lot No. 10 in Thomas Shriver's Addition, Cumberland, a plat of which said Addition is recorded in Liber No. 95, folio 124, one of the Land Records of Allegany County, Maryland, and a lot lying in the rear of said Lot No. 10, and more particularly described as follows:

BEGINNING at a stake standing on the Westerly side of Hill Street in Thomas Shriver's Addition to Cumberland, Maryland, at the end of the first line of Lot No. 9, and running then with said Street North

30 degrees 10 minutes East 30 feet, then North 59 degrees 50 minutes West 135 feet to an alley 16 feet wide, and with it South 30 degrees 10 minutes West 30 feet to the end of the second line of Lot No. 9, and with it reversed South 59 degrees 50 minutes East 135 feet to the beginning.

THIRD PARCEL: Also all that lot or parcel of ground in the rear of said lot and running back of said alley 30 feet wide and 619 feet deep.

BEING the same property which was conveyed unto the parties of the first part by deed of Milton Gerson, Trustee, dated November 5, 1951, and recorded in Liber No. 236, folio 450, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand Six Hundred 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

George W. Legge

Charles O. Bagent (SEAL)
Charles O. Bagent

Rosella C. Bagent (SEAL)
Rosella C. Bagent

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of OCTOBER

in the year nineteen hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles O. Bagent and Rosella C. Bagent, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED OCTOBER 2nd 1953 at 9:50 A.M.

This Mortgage, Made this 1st day of October in the year nineteen hundred and fifty-three, by and between

Martha E. Conner, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said
Martha E. Conner, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Hundred Fifty (\$650.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Martha E. Conner, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate near the Village of Corriganville, in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the same at a stake standing on the North side or edge of the right of way of the Mount Savage Road 16½ feet from the center of said road, said stake also stands Southeasterly 446 feet along said right of way of said road, from the beginning corner of a deed to Samuel E. Albright from John A. Lepley dated October 3, 1927, and recorded among the Land Records of Allegany County, said stake also stands on the Eighth line of a deed from The Cumberland Company to John A. Lepley, dated November 12, 1924 and recorded among the aforesaid land records in Liber No. 149, folio 437, and running thence North 22 degrees 32 minutes East 115 feet to a stake, then North 67 degrees 28 minutes West 50 feet to a stake, then South 22 degrees 32 minutes West 115 feet to a stake on the North side of said Road, then with said road, South 67 degrees 28 minutes East 50 feet to the place of beginning.

It being the same property which was conveyed by Cloyd S. Schonger and wife to William R. Conner and Martha E. Conner, his wife, by deed dated December 5, 1928, and recorded in Liber No. 159, folio 574 of the Land Records of Allegany County. The said William R. Conner, has since departed this life, thus vesting the complete title in and to said property unto Martha E. Conner, his widow, as the survivor.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Hundred Fifty (\$650.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Six Hundred Fifty (\$650.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Martha E. Conner (SEAL)
MARtha E. CONNER

Martha E. Conner (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1st day of September in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Martha E. Conner, widow,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Whereof I have hereto set my hand and affixed my notarial seal the day and year

John G. Kreitzburg
Notary Public



FILED AND RECORDED OCTOBER 5 1953 at 9:25 A.M.

Paul S. Sullivan
This Mortgage,

Made this 3rd day of October, in the year Nineteen Hundred and Fifty-three, by and between

John George Kreitzburg and June Evelyn Kreitzburg, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and

Paul S. Sullivan and Regina L. Sullivan, his wife

of Allegany County, in the State of Maryland,

parties of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of Four Thousand Dollars (\$4,000.00) and which said sum shall bear interest at the rate of four and one-half (4½%) per cent annum, and which said principal and interest shall be repaid in equal monthly payments of Twenty-two and 22/100 Dollars per month, out of which said monthly payments first shall be paid the interest on said principal sum and the balance to be applied to the reduction of said principal sum, with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John George Kreitzburg and June Evelyn Kreitzburg, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Paul S. Sullivan and Regina L. Sullivan, his wife,

heirs and assigns, the following property, to-wit:

ALL that lot of ground lying in the City of Cumberland, and State of Maryland, and known as Lot No. 88 in Fairview Addition to the City of Cumberland, Maryland, and more particularly described as follows, to wit:

BEGINNING for said parcel at a point on the north side of Shriver Avenue, distant 60 feet from the intersection of the north side of Shriver Avenue with the west side of Independents Alley; and running thence with the said Shriver Avenue, North 69 degrees 25 minutes West 30 feet; thence North 20 degrees 55 minutes East 100 feet to Beech Alley; thence with Beech Alley, South 69 degrees 25 minutes East 30 feet; thence South 20 degrees 35 minutes West 100 feet to the beginning, according to the plat of said Addition recorded among the Land Records of Allegany County, Maryland, in

Liber No. 97, folio 203.

The aforesaid property is the same property conveyed by deed of even date herewith by Howard B. Green and Virginia F. Green, his wife, to the said John George Kreitzburg and June Evelyn Kreitzburg, his wife, and which said deed is to be recorded among the land records of Allegany County, Maryland, simultaneously with reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John George Kreitzburg and June Evelyn Kreitzburg, his wife, heirs, executors, administrators or assigns, do and shall pay to the said Paul S. Sullivan and Regina L. Sullivan, his wife, their

executors, administrator or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) - - - - - together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

John George Kreitzburg and June Evelyn Kreitzburg, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John George Kreitzburg and June Evelyn Kreitzburg, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Paul S. Sullivan and Regina L. Sullivan, his wife.

heirs, executors, administrators and assigns, or Earl E. Mangas, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~some~~ some Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John George

Kreitzburg and June Evelyn Kreitzburg, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said John George Kreitzburg and June Evelyn Kreitzburg,

his wife, further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand (\$4,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees their heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors;

Attest:

Earl E. Mangas [SEAL]
John G. Kreitzburg
Earl E. Mangas [SEAL]
June E. Kreitzburg

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 3rd day of October,

In the year nineteen hundred and Fifty -three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

John George Kreitzburg and June Evelyn Kreitzburg, his wife,

and each acknowledged the foregoing mortgage to be his and her respective

act and deed; and at the same time before me also personally appeared

Paul S. Sullivan and Regina L. Sullivan, his wife,

the within named mortgagees, and made oath in due form of law, that the consideration in said

is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Mangas
Notary Public

FILED AND RECORDED OCTOBER 5th 1953 at 2:20 P.M.

This Mortgage,

Made this

5th

day of

October in the year nineteen hundred and fifty-three, by and between Harold Glenn Winter and Mary Louise Winter, his wife, of Broome County in the State of New York, ~~and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,~~

Witnesseth:

Whereas, the said

Harold Glenn Winter and Mary Louise Winter, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harold Glenn Winter and Mary Louise Winter, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that tract, piece or parcel of land, situated, lying and being in or near the Village of Cresaptown, in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a stake located on the seventh line 254.5 feet from a post which is the starting point of Joseph M. Winter and Norma G. Winter's property, then South 85 degrees 57 minutes East 55 feet to a stake, thence leaving said seventh line, South 2 degrees 0 minutes West 136.0 feet to a stake on the Northerly side of Winter Drive, thence along with said Winter Drive, North 84 degrees 46 minutes West 55 feet to a stake, thence leaving said Winter Drive, North 2 degrees 0 minutes East 135.0 feet to the place of beginning.

It being the same property which was conveyed, unto the said Mortgagees by Wessell O. Winter and Mary Clara Winter, his wife, by deed dated the 11th day of October, 1949, and recorded in Liber No. 227, folio 452, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Harold Glenn Winter (SEAL)
Harold Glenn Winter

Mary Louise Winter (SEAL)
Mary Louise Winter



Signed and sworn to before me
14th day of Sept. 1953
F. E. Rockwell, Jr.

STATE OF NEW YORK, BROOME COUNTY, TO-WIT:
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *30th* day of September in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Harold Glenn Winter and Mary Louise Winter, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and that they were at that time personally appeared

Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee, and made oath in the presence of me, the Notary Public, that the consideration in said mortgage is true and correct, and that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

J. Edward Shute
J. EDWARD SHUTE
Notary Public, State of New York
Residing in Broome County
My commission expires March 30, 1954

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby CERTIFY, that on this *5th* day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appear Charles A. Piper, president of The Liberty Trust Company, the within named Mortgagee, and made oath in the presence of me, the Notary Public, that the consideration in said mortgage is true and correct, and that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

James M. Farley
Notary Public

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Harold Glenn Winter (SEAL)
Harold Glenn Winter

Mary Louise Winter (SEAL)
Mary Louise Winter



Signed and sworn to before me
4th day of Sept. 1953
F. E. Rockwell, Jr.

STATE OF NEW YORK, BROOME COUNTY, TO-WIT:
~~STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:~~

I hereby Certify, that on this *30th* day of September in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Harold Glenn Winter and Mary Louise Winter, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and that the same was signed by them as such.

~~Witness at the Liberty Trust Company, the within named mortgagee, and Charles A. Piper, president of the Liberty Trust Company, the within named mortgagee, and made oath in~~

~~and that the same was signed by them as such.~~

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.
J. EDWARD SHUTE
Notary Public, State of New York
Residing in Broome County
My commission expires March 30, 1954

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby CERTIFY, that on this *5th* day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appear Charles A. Piper, president of the Liberty Trust Company, the within named Mortgagee, and made oath in the form of law, that the consideration in said mortgage is true and correct, and that the same was signed by them as such, and the said Charles A. Piper, did in like manner, make oath that he is the President and agent of the Liberty Trust Company for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

James M. Ashley
Notary Public

FILED AND RECORDED OCTOBER 2nd 1953 at 8:30 A.M.THIS MORTGAGE, Made this 1st day of September, 1953, by and between

William H. Festerman, Jr., and Agnes C. Festerman, his wife,

of Frothingbury, Allegany County, in the State of Maryland, Mortgagor^s, and THE FIDELITY SAVINGS BANK OF FROTHINGBURY, ALLEGANY COUNTY, MARYLAND, Mortgagee.WHEREAS, the said Mortgagor^s are justly indebted unto the Mortgagee in the full and just sum of Seven Hundred and forty-seven ----- 20/100 \$ 747.20

which is to be repaid in - 36 - consecutive monthly installments of \$ 21.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor^s do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 12 of Frothingbury, Allegany County, Maryland, known as 2nd Armstrong St., Frothingbury, Md., being a part of Lot No. 33 of Grahams Addition,

and more fully described in a Deed from Wm. H. Festerman, Sr., et ux dated Sept. 29, 1953 entered at 9 A. M. on Oct. 1, 1953 recorded among Land Records of Allegany County, Maryland, Liber Folio.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROTHINGBURY, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor^s their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.AND, it is agreed that until default be made in the premises the said Mortgagor^s may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor^s hereby covenant to pay when legally demandable.AND, the said Mortgagor^s further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney-in-fact, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor^s their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor^s their representatives, heirs or assigns.

WITNESS our hand and seal.

ATTEST:

William H. Festerman, Jr. (SEAL)

William H. Festerman, Jr.

Agnes C. Festerman (SEAL)

Agnes C. Festerman

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I, Notary Public, do hereby certify, That on this 1st day of October, 1953, before me,

the undersigned, a Notary Public of the State and County aforesaid, personally appeared William H. Festerman, Jr., and Agnes C. Festerman, his wife,

known in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed, and appeared WILLIAM B. YATER, Treasurer of THE FIDELITY SAVINGS BANK OF FROTHINGBURY, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and correct.

Attest my hand and Notarial Seal.

Ralph M. Pace Notary Public

FILED AND RECORDED OCTOBER 5th 1953 at 10:50 A. M.This Mortgage, Made this 2nd day of OCTOBER in the

year Nineteen Hundred and fifty-three by and between

Branson A. Heavner and Ethel M. Heavner, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Eight Hundred 00/100 ----- Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty-eight 50/100 -- (\$48.50) ----- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that lot or parcel of land lying, being and situate along the North side of the Dickerson Run Road in Election District No. 3 of Allegany County, Maryland, and being a part of that tract of land which was conveyed to Justin Heavner and Evelyn B. Heavner, his wife, by Eston B. Heavner, et ux, by deed dated April 7, 1943, and recorded in Liber No. 195, folio 606, one of the Land Records of Allegany County, Maryland, and described as follows, to-wit:

BEGINNING at an iron stake driven by a post on the North side of said road and distant 37.5 feet on a line drawn Westward from the Northwest corner of a concrete head wall of a culvert on the South side of the road; and running then by magnetic meridian and horizontal distances with a wire fence, North 28 degrees 30 minutes East 141.7 feet to an iron stake driven by a post in angle of fence; then with the fence and extending the line thereof, North 54½ degrees West 823.8 feet to an iron stake driven in line of wire fence defining the 12th line of a deed first parcel from C. M. Twigg et ux, to Martin L. Kolb, dated April 3, 1935, recorded in Liber No. 172, folio 318, then with said line and fence extended to the North limit of said road

South 16 degrees 30 minutes West 92.0 feet to an iron stake; then with or near the North limit of said road, South 48 degrees 00 minutes East 99.20 feet to a locust tree; then South 46 degrees 15 minutes East 399.20 feet; then South 56 degrees 40 minutes East 316.50 feet to the place of beginning, containing 2.43 acres, more or less.

BEING the same property which was conveyed unto the parties of the first part by deed of Justin Heavner and Evelyn B. Heavner, his wife, dated November 30, 1951, which is recorded among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the execution of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Eight Hundred and 00/100 (\$2,800.00) Dollars

And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereon secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Branson A. Heavner

Branson A. Heavner (SEAL)
Ethel M. Heavner (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2ND day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Branson A. Heavner and Ethel M. Heavner, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagors and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagors.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 5th 1953 at 10:50 A.M.
This Mortgage, Made this 2nd day of OCTOBER

in the year Nineteen Hundred and fifty-three by and between

Robert M. Powell and Virgie M. Powell, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand 00/100 - - - (\$3,000.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty 00/100 - - - (\$30.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot, piece or parcel of ground situate, lying and being on Grand Avenue in the City of Cumberland, in Allegany County, in the State of Maryland, known and distinguished as Lot No. 85 on the Plat of the South Side Addition to Cumberland, Maryland, and which said lot begins at the end of the first line of Lot No. 84 in said Addition, and runs thence with Grand Avenue, South 18 degrees 34 minutes West 40 feet, then South 71 degrees 26 minutes East 100 feet to Wendell Alley, and with said Alley, North 18 degrees 34 minutes East 40 feet to the end of the second line of said Lot No. 84, then with said line reversed, North 71 degrees 26 minutes West 100 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Vernon Earl Shade and Harriet Jane Shade, his wife, dated the 21st day of May, 1945 and recorded among the Land Records of Allegany County, Maryland in Liber No. 204, folio 58.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand 00/100 - - - (\$3,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be levied on the mortgaged property; on this mortgage or when or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

wants, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 Robert M. Powell [SEAL]
Robert M. Powell
Virgie M. Powell [SEAL]
Virgie M. Powell

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2nd day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert M. Powell and Virgie M. Powell, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED OCTOBER 5th 1953 at 10:50 A.M.
PURCHASE MONEY

This Mortgage, Made this 2nd day of OCTOBER in the
year Nineteen Hundred and fifty-three by and between

Paul D. Weaver and Mary H. Weaver, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Five Hundred 00/100 - - - (\$4,500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-five 60/100 - - - (\$35.60) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Winchester Road in Allegany County, Maryland, and known as Lot No. 1 in Craddock's Addition to Cresaptown and also an unnumbered lot adjoining the same a plat of which said addition is filed in Plat Case Box No. 129 among the Land Records of Allegany County, Maryland, and which is more particularly described as a whole as follows, to-wit:

BEGINNING for the same at the end of a line drawn South 11 degrees 25 minutes West 114.5 feet from the intersection of the South side of Warrior Drive and the east side of the Winchester Road and running then with the east side of the Winchester Road South 11 degrees 25 minutes West 113 feet to a point; then North 72 degrees/117.50 feet to a point; then North 11 degrees 25 minutes East 55.5 feet to a point; then North 78 degrees 35 minutes West 102.50 feet to the place of beginning.

SAVING AND EXCEPTING therefrom, all that piece or parcel of ground which was conveyed by William T. Haggerty, et ux, et al, to the State of Maryland, to the use of the State Roads Commission by deed dated September 10, 1953 which is recorded in Liber No. 253, folio 161, among the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed unto the parties of the first part by deed of William T. Haggerty, Jr., and Gladys L. Haggerty, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 928 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Five Hundred 00/100 -- (\$4,500.00) -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby sell, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under

the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Paul D. Weaver

Paul D. Weaver

(SEAL)

Mary H. Weaver

(SEAL)

(SEAL)

State of Maryland,

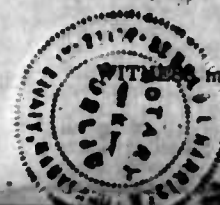
Allegany County, to-wit:

I hereby certify, That on this 2nd day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul D. Weaver and Mary H. Weaver, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge

Notary Public.

FILED AND RECORDED OCTOBER 5th 1953 at 10:50 A.M.

This Mortgage, Made this 2nd day of OCTOBER in the year Nineteen Hundred and fifty-three by and between
Harry H. Price and Lucille E. Price, his wife

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Four Hundred Fifty 00/100 - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-four 00/100 - - - - - (\$34.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the Northerly side of the National Turnpike near Harrows Park, Allegany County, Maryland, known and designated as Lot No. 3 of the Sub-division of the property of Charles J. McKenzie as filed in No. 10, 517 Equity, in the Circuit Court for Allegany County, Maryland, and also a lot adjoining thereto upon the West, which said parcels are more particularly described as a whole as follows, to-wit:

BEGINNING for the same at a stake on the Northerly side of the National Turnpike at the end of the first line of Lot No. 1 as designated on a plat filed and numbered 10,517 Equity in the Circuit Court for Allegany County, Maryland, said stake being distant 90 feet measured in a Westerly direction along the Northerly side of National Turnpike from the Westerly side of the Mt. Savage Road, and running then with the Northerly side of the said National Turnpike South 56 degrees 43 minutes West 90.8 feet, then leaving said Turnpike North 41 degrees West 161.5 feet to the Southerly line of condemnation of the Eckhart Branch of the Cumberland and Pennsylvania Railroad, then with said right-of-way line North 68 degrees East 9.5 feet, and North 69½ degrees East 61.5 feet and North 68 degrees

51 minutes East 32 feet to the end of the second line of Lot No. 2 as designated on said plat, then with the third line thereof and the second line reversed of said Lot No. 1 South 31 degrees 50 minutes East 140.25 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Christie Roberts et ux, dated July 11, 1947, recorded in Liber No. 216, folio 97, one of the Land Records of Allegany County, Maryland, and being the same property which was conveyed unto the parties of the first part by deed of Helen Combs, dated December 20, 1951, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 237, folio 231.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Four Hundred Fifty 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

Harry H. Price (SEAL)
Harry H. Price
Lucille E. Price (SEAL)
Lucille E. Price

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2nd day of OCTOBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry H. Price and Lucille E. Price, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 6th 1953 at 3:00 P.M.

This Mortgage, Made this 6th day of

October in the year nineteen hundred and fifty-three, by and between

Harry G. Stein and Betty R. Stein, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Harry G. Stein and Betty R. Stein, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Four Hundred (\$5400.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Four & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harry G. Stein and Betty R. Stein, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that property situate on Harvard Avenue, in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at the intersection formed by the South-erly side of Harvard Avenue with the Southeasterly side of Gephart Drive, said point of beginning being also the beginning of Lot No. 93 of Block 19 of the Cumberland Development Company's Ridgedale Addition to the City of Cumberland, and running thence at right angles to the Southeasterly side of aforesaid Gephart Drive, South 55 de-grees 48 minutes East 100 feet to the Northwesterly side of a fifteen-foot alley, North 34 degrees 12 minutes East 121.1 feet to its inter-section with the Southerly side of Harvard Avenue, thence with the Southerly side of Harvard Avenue, South 73 degrees 52 minutes West 157.3 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part by deed of Joseph C. Whitesel, et ux, dated May 19, 1945, and recorded among the Land Records of Allegany County, Mary-land, in Deeds Liber No. 204, folio 41.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifty-Four Hundred (\$5400.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full pay-ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, pro-

vided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifty-Four Hundred (\$5400.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Harry G. Stein (SEAL)
Harry G. Stein

Thomas L. Kaesh
Betty R. Stein (SEAL)
Betty R. Stein

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 6th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Harry G. Stein and Betty R. Stein, his wife,
and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year



George A. Piper
Notary Public

FILED AND RECORDED OCTOBER 6th 1953 at 9:10 A.M.

PURCHASE MONEY
This Mortgage, Made this 5th day of October,
in the year Nineteen Hundred and Fifty three, by and between

Ralph Charles Adams and Ruby Gene Adams, his wife,
of Allegany County, in the State of Maryland,

parties of the first part, hereinafter called mortgagor, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Unbears, the said mortgagee has this day loaned to the said mortgagor, the sum of Twenty-Six Hundred and Fifty Dollars, which said sum the mortgagor agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent. (6%) per annum, in the manner following:

By the payments of Forty (\$40) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

LOT NO. 9: All the following described lot or parcel of real estate located in C. A. Jewell's Sub-Division of Hansel Land, along U. S. Route 220, near Rawlings, Allegany County, Maryland, to-wit:

BEGINNING at a stake in the east boundary line of the McMullen Highway and in the first original line of the tract of which this is a part, 427.4 feet from the termination of said line where an iron rod is driven into the ground, second corner to Lot No. 8, and running thence with a portion of the first line reversed and said road line North 38 degrees 45 minutes East. (corrected to M.B. 1945 Continued Vernier Reading) 80.4 feet to another stake in said line, first corner to Lot No. 10; thence with the last line of said lot reversed, South 44 degrees 00 minutes East 280.31 feet to another stake, corner to Lots Numbers 10, 11 and 12; thence with the last line of Lot No. 12 reversed South 46 degrees 00 minutes West 50 feet to another stake, corner to Lots Numbers 8, 12 and 13; thence reversing the second line of said Lot No. 8, North 44 degrees 00 minutes West 253.95 feet to the place of the **BEGINNING**, containing 12657 square feet.

This being the same property which conveyed by Paul J. Davis and Lena O. Davis, his wife, unto the said Ralph Charles Adams and Ruby Gene Adams, his wife, by deed dated June 25, 1953, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

LOT NO. 11: All of that lot or parcel of ground situated on the southeasterly side of McMullen Highway, or U. S. Route No. 220, and known as Lot No. 11, in C. A. Jewell's sub-division of Hansel Land, near Rawlings, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING at a set stone in the last original line of the tract of which this is a part, 266.67 feet from the termination thereof, third corner to Lot No. 10, and running thence reversing a portion of said original line, South 44 degrees 00 minutes East (corrected to M.B. 1945, continued Vernier Reading) 200 feet to another set stone at the North corner of First Street; thence with the West line of said Street, South 46 degrees 00 minutes West 50 feet to a stake, corner to Lot No. 12; thence reversing the first line of said Lot, North 44 degrees 00 minutes West 200 feet to a stake, corner to Lots Nos. 9, 10 and 12; thence reversing the third line of Lot No. 10, North 46 degrees 00 minutes East 50 feet to the place of **BEGINNING**, containing 10,000 square feet.

This being the same property which was conveyed by Gonda Oscar Smith and Marion Elizabeth Smith, his wife, unto the said Ralph Charles Adams and Ruby Gene Adams, his wife, by deed dated the 5th day of October, 1953, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The above described lot is improved by a frame bungalow of five rooms and bath on concrete foundation, exterior walls are covered with insulbric, equipped with gas heating furnace, and with water, gas, electricity and septic tank.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars now to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The plat of C. A. Jewell's sub-division of Hansel Land is recorded among the Land Records of Allegany County, Maryland, in Map Book No. 1, page 114.

The said mortgagee hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee absolute title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s. may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s. hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s. their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said mortgagors their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of

TWENTY-SIX HUNDRED AND FIFTY (\$2650) Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor s., by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s.

Attest:

Roscoe A. Baskin

Ralph Charles Adams (SEAL)
Ralph Charles Adams

Ruby Gene Adams (SEAL)
Ruby Gene Adams (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5th day of October,
in the year nineteen hundred and fifty -three, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ralph Charles Adams and Ruby Gene Adams, his wife,

the said mortgagor s herein and ~~they~~ acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Roselee A. Brathwaite
Notary Public.

FILED AND RECORDED OCTOBER 6th 1953 at 10:35 A.M.
PURCHASE MONEY

This Mortgage, Made this 5th day of OCTOBER in the
year Nineteen Hundred and fifty -three by and between

James R. Grabenstain and Kathleen A. Grabenstain, his
wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seven Thousand Two Hundred 00/100 - - - (\$7,200.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-Five 00/100 - - - (\$55.00) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to

the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of land situated on Elwood Street,
Cumberland, Allegany County, Maryland, and more particularly de-
scribed as follows, to-wit:

BEGINNING for the same at an iron pin in the Northerly side of
Elwood Street, said pin being 166.98 feet in a Southeasterly direction
from the intersection of the Northerly side of Elwood Street and
the Easterly side of Wempe Drive, and running then at right angles
to Elwood Street North 19 degrees 20 minutes East 104 feet to the
Southerly side of a twelve foot alley, then with said alley South 73
degrees 58 minutes East 41.9 feet to an iron pin, then leaving said
alley south 19 degrees 20 minutes West 106.4 feet to an iron pin in
the Northerly side of Elwood Street, then with Elwood Street North 70
degrees 40 minutes West 41.75 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the
first part by deed of Glen Fisher Irvin Jr., and Mildred C. Irvin, his
wife, of even date, which is intended to be recorded among the Land
Records of Allegany County, Maryland, simultaneously with the re-
cording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
exceed the original amount hereof provided, the full amount of any such advance is used for pay-
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collat-
eral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or
at any time on said premises, and every part thereof, in good repair and condition, so that the
same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from
time to time make or cause to be made all needful and proper replacements, repairs, renewals, and
improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the
repair and improvement of buildings on the mortgaged premises, and any sums of money so
advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-
gagee that the above described property is improved as herein stated and that a perfect fee simple
title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do
covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee,
its successors and assigns, forever, provided that if the said mortgagors their
heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors
or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same

shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Two Hundred 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

James B. Grabenstein [SEAL]
James B. Grabenstein
Kathleen A. Grabenstein [SEAL]
Kathleen A. Grabenstein
[SEAL]
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5TH day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James B. Grabenstein and Kathleen A. Grabenstein, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 6th 1953 at 10:35 A.M.
PURCHASE MONEY

This Mortgage, Made this 5TH day of OCTOBER in the

year Nineteen Hundred and fifty-three by and between

Louis G. Zeis and Muriel V. Zeis, his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Seven Hundred Fifty 00/100 - (\$6,750.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 3 1/2 per cent. per annum, in the manner following:

By the payment of Forty Two 73/100 - (\$42.73) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to

the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 46 in Second Addition Bowling Green, situate along the Old River Road, now called McMullen Boulevard, a Plat of which Addition is recorded among the Land Records of Allegany County, said lot being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Bowling Avenue at the division line between Lots Nos. 45 and 46 of said Addition as shown on said plat and running then South 69 degrees 21 minutes West 120 feet to an Alley, then South 20 degrees 39 minutes East 40 feet to the division line between Lots Nos. 46 and 47, then North 69 degrees 21 minutes East 120 feet to Bowling Avenue, and then North 20 degrees 39 minutes West 40 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Paul R. Morgan and Elizabeth A. Morgan, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Seven Hundred Fifty 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

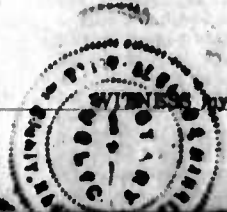
Louis G. Zais (SEAL)
Muriel V. Zais (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5TH day of OCTOBER
in the year nineteen Hundred and Fifty three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Louis G. Zais and Murial V. Zais, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgages and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgages.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 7th 1953 at 10:00 A.M.
PURCHASE MONEY

This Mortgage, Made this 6th day of October.

in the year Nineteen Hundred and Fifty Three, by and between
George J. Winner and Elaine B. Winner, his wife,

of Allegany County, in the State of Maryland.

parties of the first part, and Audie F. Waltsell.

of Somerset County, in the State of Pennsylvania.

part of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted to the
party of the second part in the full and just sum of Five Thousand

(\$5,000.00) Dollars, which said sum is to be paid by said parties of
the first part to the party of the second part in payments of at
least One Hundred (\$100.00) Dollars every six months from the date
hereof, together with interest thereon at the rate of five (5%) per-
cent per annum, which said interest is to be paid at the same time on
the unpaid balance. This indebtedness being for money advanced by
the party of the second part for improvements about to be made on the
hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground
situate in Election District No. 26, near the Town of Frostburg,
Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake standing on the East
side of a road leading to the Winner Farm, said stake being North 16
degrees 36 minutes West 107.56 feet from a copper plug in a stone
located on the West side of said road and being also North 59 degrees
23 minutes West 87.50 feet from the most westerly corner of the
stone house owned by Albert Raymond Winner, and running thence with

the East side of aforementioned road North 34 degrees 52 minutes West
74.83 feet to a stake; thence leaving said road North 52 degrees 22
minutes East 313 feet to a stake standing on a fence line; thence with
said fence line South 53 degrees 53 minutes East 15.50 feet to a stake;
thence South 37 degrees 53 minutes East 61.50 feet to a stake; thence
leaving said fence line South 52 degrees 22 minutes West 322 feet to the
place of beginning.

IT BEING the same property which was conveyed to George J.
Winner by deed of Albert Raymond Winner, dated December 27, 1948, and
recorded among the Land Records of Allegany County, Maryland, in Liber
No. 223, folio 574.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, her

executor, administrator or assigns, the aforesaid sum of Five Thousand (\$5,000.00)
Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part, her

heirs, executors, administrators and assigns, or Noel Spair Cook, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns.

to secure the improvements on the hereby mortgaged land to the amount of at least

Five Thousand (\$5,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee her heirs or assigns, to the extent

of her share lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Notary Public

George J. Winner [SEAL]
George J. Winner

Elaine B. Winner [SEAL]
Elaine B. Winner

Elaine B. Winner [SEAL]
Elaine B. Winner

Elaine B. Winner [SEAL]
Elaine B. Winner

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of October in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George J. Winner and Elaine B. Winner, his wife, and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Annie F. Weitzell

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public

Notary Public.

FILED AND RECORDED OCTOBER 7th 1953 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 6th day of OCTOBER in the year Nineteen Hundred and fifty-three by and between Richard C. Broome and Louise M. Broome, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Two Hundred Twenty 00/100 - - - (\$5220.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-nine 00/100 - - - (\$39.99) - - - Dollars

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County and State of Maryland, and known and designated as part of Lot No. 5 of Section A, in the Cumberland Improvement Company's Northern Addition to Cumberland, said part being more particularly described as follows:

BEGINNING at a point on the Southerly line of Columbia Avenue, it being the end of the first line of Lot No. 4, of Section A, and running then with said Avenue, North 68-3/4 degrees West 35 feet to a stake, then at right angles to said Avenue, South 21-1/4 degrees West 140 feet to an alley, then with said alley and parallel with said Avenue, South 68-3/4 degrees East 35 feet to the end of the second line of said Lot No. 4, then with said second line reversed, North 21-1/4 degrees East 140 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed from Ralph D. Wilson and Mary L. Wilson, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 523 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Two Hundred Twenty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way, from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the mortgagee may demand the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of any security for the debt to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

Richard C. Broome (SEAL)
Richard C. Broome

Louise M. Broome (SEAL)
Louise M. Broome

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 6TH day of OCTOBER
in the year nineteen Hundred and Fifty-three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard C. Broome and Louise M. Broome, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED OCTOBER 6th 1953 at 10:35 A.M.

This Mortgage. Made this 5TH day of OCTOBER, in the

year Nineteen Hundred and fifty-three by and between

Robert F. Meluckie and Gladys M. Meluckie, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seven Thousand Five Hundred 00/100 (\$7,500.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-one 35/100 (\$61.35) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises; and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of land situated in Election District
No. 7 in Allegany County, Maryland, which is particularly described
as follows, to-wit:

BEGINNING for the same at a stake on the Southwesterly side of
Maple Lane which stake is North 44-1/2 degrees West 8 feet from the
end of the first line of the deed from Ervin E. Orndorff, et ux, to
Carl D. Ziler, et ux, dated January 8, 1952, and recorded among the
Land Records of Allegany County, Maryland, in Liber 237, folio 199,
and running then along the Southwesterly side of Maple Lane, North
44-1/2 degrees West 150 feet; then South 45-1/2 degrees West 200
feet; then on a line parallel with Maple Lane, South 44-1/2 degrees
East 150 feet and then on a line parallel with and eight feet distant
from the second line of the aforesaid deed from Orndorff to Ziler,
North 45-1/2 degrees East 200 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of
the first part by deed of Ervin E. Orndorff and Goldie M. Orndorff,
his wife, dated July 7, 1953 and recorded in Liber No. 251, folio
351 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at
the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the ag-
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
exceed the original amount hereof provided, the full amount of any such advance is used for pay-
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-
teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or
at any time on said premises, and every part thereof, in good repair and condition, so that the
same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from
time to time make or cause to be made all needful and proper replacements, repairs, renewals, and
improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the
repair and improvement of buildings on the mortgaged premises, and any sums of money so
advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-
gagee that the above described property is improved as herein stated and that a perfect fee simple
title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do
covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee,
its successors and assigns, forever, provided that if the said mortgagors, their
heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors
or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same
shall become due and payable, and in the meantime do and shall perform all the covenants herein
on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred 00/100 - - (\$7,500.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Robert F. McLuckie [SEAL]
Robert F. McLuckie
Gladys M. McLuckie [SEAL]
Gladys M. McLuckie
[SEAL]
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5TH day of OCTOBER

in the year nineteen Hundred and Fifty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert F. McLuckie and Gladys M. McLuckie, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 7th 1953 at 2:00 P.M.

This Mortgage, Made this 6TH day of OCTOBER in the year Nineteen Hundred and Fifty-three by and between

George I. Sommerkamp and Olive B. Sommerkamp, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eleven Thousand 00/100 - - - (\$11,000.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Eighty-nine 99/100 - - - (\$89.99) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges

of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST: All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lots Nos. 3 and 4 of Block No. 30 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28th, 1936, among the Plat Records of Allegany County, Maryland in Liber No. 1, folio 43 and the property hereby conveyed being described as follows:

BEGINNING for the same at a point on the Southerly side of Brentwood Street where the line dividing Lots Nos. 2 and 3 of Block 30 of said Addition intersects the same and running then with the Southerly side of Brentwood Street South 88 degrees 10 minutes West 75 feet to the line dividing Lots Nos. 4 and 5 of Block 30, then at right angles to said Brentwood Street and with said dividing line South 1 degree 50 minutes East 169.20 feet to the northerly side of an alley, then with said alley North 70 degrees 58 minutes East 73.28 feet to the line dividing Lots Nos. 3 and 2 of Block 30; and then with said dividing line North 1 degree 50 minutes West 147.52 feet to the place of beginning. All courses refer to true North.

SECOND: All the following real estate situated and lying in or near the City of Cumberland, Allegany County, Maryland, the same being Lots Nos. 59 and 60 of Bennockburn Addition to Cumberland, a plat of which said addition is recorded in Liber No. 1, folio 82 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a point on the Northerly side of Michigan Avenue at the end of the first line of Lot No. 58 in said addition and running then with said Avenue South 47 degrees 30 minutes East 80 feet, then leaving said Avenue North 42 degrees 30 minutes, East 100 feet to Porter Alley, then with said alley North 47 degrees 30 minutes, West 80 feet to the end of the second line of said Lot No. 58 and then with said second line reversed South 42 degrees 30 minutes West 100 feet to the beginning.

PARCEL NO. TWO

BEING the same lots which were conveyed unto the parties of the first part by two deeds, the first from John Frank Malone dated February 25, 1944 recorded in Liber No. 198, folio 564 Allegany County Land Records; the second from Philip Misco et ux, dated February 13, 1945 recorded in Liber No. 203, folio 40 Allegany County Land Records.

PARCEL NO. ONE

BEING the same property which was conveyed unto the parties of the first part by deed of Myrtle V. Hansell Ludwig et vir of even date which is recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so

advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant - generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leuge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand 00/100 - - - (\$11,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George E. Leuge (SEAL)
Oliver B. Seamer (SEAL)
 Oliver B. Seamer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 6TH day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

B.

George E. Sommerkamp and Olive Sommerkamp, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 7th 1953 at 2:10 P.M.

THIS MORTGAGE, made this the 5th day of October, 1953, by and between Manson M. Durr and Isabel M. Durr, his wife, of Allegany County Maryland, parties of the first part, and Farmers and Merchants Bank of Keyser, West Virginia, a corporation of Mineral County West Virginia, party of the second part,

WITNESSETH: WHEREAS Manson M. Durr and Isabel M. Durr, his wife, are indebted to the said Farmers and Merchants Bank of Keyser West Virginia, a corporation, in the just and full sum of FIFTEEN HUNDRED DOLLARS, (\$1,500.00), as evidenced by a negotiable promissory note of even date herewith, executed by the said Manson M. Durr and Isabel M. Durr, his wife, and payable on demand to the order of The Farmers and Merchants Bank of Keyser, West Virginia, in the sum of Fifteen Hundred Dollars, with interest at its Banking House in Keyser, West Virginia,

NOW THEREFORE, in consideration of the premises,

and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said Manson M. Durr and Isabel M. Durr, his wife, do give grant, bargain and sell, convey and release unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors and assigns, the following property to-wit:

That certain parcel of land situate in Allegany, County, Maryland, in Election District Number Seven, near to the Post Office at Rawlings in said County and more particularly described by metes and bounds as follows:

BEGINNING at a stake on the South side of a road leading from the State Road at Rawlings Post Office to the Rail road, being the North East corner of the lots conveyed unto Ervin E. Orndorff, thence along the South side of said road, with a new Hedge fence, N. 40° W. 70 feet and 8 inches to a stake in the hedge fence; thence with another line, S. 50° 35' W. 144½ feet to

another stake over a steep bank; thence N. 43° 40' W. 31 feet and 2 inches to another stake; thence S. 49° 22' W. 185 feet to the Loar line; thence with it, S. 48° E. 62½ feet to the most south easterly corner of the entire tract; thence with the last line N. 49° 22' W. 160 feet to a stake; thence S. 43° 40' E. 39.4 feet to another stake in the outline; thence N. 50° 30' E. 139½ feet to the place of the BEGINNING, containing 20,190 square feet, and being the same parcel of land which was conveyed unto the said Manson M. Durr by the deed of C.S. Hansel, dated the 30th day of September, 1953, and to be recorded in the office of the Clerk for the Circuit Court of Allegany County, Maryland, in Deed Book Number _____ at page _____, prior to the recording of this Mortgage.

TOGETHER with the improvements thereon and the rights roads easements and ways, waters and privileges thereunto belonging.

PROVIDED, that the said Manson M. Durr and Isabel M. Durr, his wife, their heirs executors or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, its successors and assigns the aforesaid sum of Fifteen Hundred (\$1,500.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime so and shall perform all of the covenants herein on their part to be performed then this mortgage shall be void.

Said parties of the first part covenant that

they will pay the sum of at least Twenty Five Dollars, (\$25.00) on the said note and indebtedness on or before the 5th day of each month hereafter until the full principal sum together with the accrued interest is fully paid.

AND IT IS AGREED that until default be made in the premises, the said Manson M. Durr and Isabel M. Durr, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes and assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Manson M. Durr and Isabel M. Durr hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, a corporation, its successors and assigns, or Lester Reynolds, its duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof or their assigns; which sale shall be made in the manner following to-wit: By giving at least twenty days notice of the time place manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all of the expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making such sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Manson M. Durr and Isabel M. Durr, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be paid by the said mortgagors, their representatives, heirs or assigns.

AND the said Manson M. Durr and Isabel M. Durr, his wife, further covenant to insure forth with, and pending the existence of this mortgage, to keep insured by some insurance company acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged lands to the amount of at least Fifteen Hundred (\$1500.00) Dollars, and to cause the policy of insurance issued therefor to

be so endorsed, as in case of fires, to inure to the benefit of the said mortgagee, its successors or assigns to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the said mortgagee may effect such said insurance and collect the premiums thereon with interest, as a part of the mortgage debt hereby secured.

WITNESS the hands and seals of the said Mortgagors.

Attest:

F. C. Boor
F. C. Boor

Manson M. Durr (SEAL)
Manson M. Durr

Isabel M. Durr (SEAL)
Isabel M. Durr

State of West Virginia,
County of Mineral, to-wit:

I hereby certify that on this 7 day of October, 1953, before me, the subscriber a notary public for the County and State aforesaid, personally appeared Manson M. Durr and Isabel M. Durr, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time also before me personally appeared F. C. Boor, Cashier of said Farmers and Merchants Bank of Keyser, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and seal the day and year aforesaid.

My commission expires

Jan 7-1963

C. B. Holt
Notary Public.



FILED AND RECORDED OCTOBER 7th 1953 at 2:45 P.M.**This Mortgage,** Made this 6th day of

October in the year nineteen hundred and fifty-three, by and between

Edward G. Brookman and Anna M. Brookman, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Edward G. Brookman and Anna M. Brookman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred (\$1100.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Edward G. Brookman and Anna M. Brookman, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground comprising parts of Lots Nos. 11, 12 and 13, Block 41, in Potomac Park Addition, situated near the River Road (now called McMullen Boulevard) about three miles Westward of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as a whole as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of Avenue M with the Westerly side of Avenue I, in said Addition, and running thence with the Southerly side of Avenue M, in said Addition, South 77 degrees 51 minutes West 120 feet, then South 12 degrees 09 minutes East 40 feet, thence North 77 degrees 51 minutes East 120 feet to the Westerly side of Avenue I, thence with said side of Avenue I, North 12 degrees 09 minutes West 40 feet to the beginning.

It being the same property which was conveyed unto the said Edward G. Brookman and wife, by Caleb J. White and wife, by deed dated September 22, 1931, and recorded in Liber 166, folio 599, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost

of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eleven Hundred (\$1100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Edward G. Brookman (SEAL)
Edward G. Brookman

Anna M. Brookman (SEAL)
Anna M. Brookman

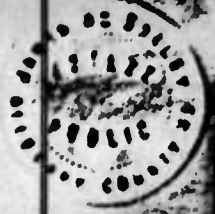
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 6th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Edward G. Brookman and Anna M. Brookman, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Sosley
Notary Public

FILED AND RECORDED OCTOBER 7th 1953 at 3:00 P.M.
PURCHASE MONEY

This Mortgage, Made this 1st day of October
In the year Nineteen Hundred and fifty-three, by and between

-----ARTHUR L. NEDER and JUNE Y. NEDER, his wife-----

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

of Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

TWO THOUSAND FIVE HUNDRED- - - - -00/100 DOLLARS (\$2,500.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarterly,
as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1946, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, its successors and assigns, the following property, to-wit:

ALL the surface of all that lot or parcel of ground lying and
being in Allegany County, Maryland, situated in Election District No.
24 in the Village of Eckhart Mines and more particularly described as
follows:

BEGINNING for the same at a point standing on the southerly
limits of the National Turnpike, said point being South sixty-one de-
gree forty minutes West eighty-three feet from The Consolidation Coal
Company's Engineers Station No. 11971, which is a copper plug in con-
crete shoulder on southerly limits of said Turnpike, said beginning
point also being the beginning of a parcel conveyed by The Consolidation
Coal Company to William H. Kreitzburg et al, Trustee of First Baptist
Church of Eckhart Mines, by deed dated the 6th day of June, 1928, and
recorded in Liber No. 159, folio 346, one of the Land Records of Alle-
gany County, Maryland, then leaving said National Turnpike and reversing
the fourth line of the aforementioned deed, South nineteen degrees
fifty-five minutes East one hundred sixty-six feet (true meridian
courses and horizontal distances being used throughout) to the center
of an alley, then with said alley South sixty-seven degrees forty-five
minutes West sixty-seven feet; thence leaving said alley North nineteen
degrees fifty-five minutes West one hundred sixty-six feet to the
Southerly limits of the beforementioned National Turnpike, then with
said Turnpike, North sixty-seven degrees forty-five minutes East sixty-
seven feet to the place of beginning.

IT being the same property which was conveyed to the parties
of the first part herein by Ann B. Brown, Widow, by deed of even date
herewith and intended to be recorded among the Land Records of Alle-
gany County, Maryland, prior to the recreation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY
HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors
or assigns, the aforesaid sum of

TWO THOUSAND FIVE HUNDRED- - - - -00/100 DOLLARS (\$2,500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,
assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said party
of the second part, its successors and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby
mortgaged or so much thereof as may be necessary, and to grant and convey the same to the
purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following to-wit: By giving at least twenty days' notice of the time, place, manner
and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be
at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to
the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-
gage, whether the same shall have been then matured or not; and as to the balance, to pay it over
to the said parties of the first part, their heirs, or assigns, and in case of
advertisement under the above power but no sale, one-half of the above commission shall be allowed
and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to secure forthwith, and

pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND FIVE HUNDRED and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

ARTHUR L. NEDER [Seal]

JUNE Y. NEDER [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of October

in the year nineteen hundred and fifty-three, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

ARTHUR L. NEDER and JUNE Y. NEDER, his wife

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG
Cashier of the Frostburg National Bank

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg
made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

Witness my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
Notary Public

FILED AND RECORDED OCTOBER 7th 1953 at 3:00 P.M.
This Mortgage, Made this first day of October, 1953,

by and between

--- JOSEPH L. ROBINSON and ESTHER ROBINSON, his wife ---

of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of TWO THOUSAND SEVEN HUNDRED FORTY and 00/100 DOLLARS (\$2,740.00) being the balance of the purchase money for the property hereinafter described on his Twenty-one and one-thirteenth (21-1/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty-six and 75/100



DOLLARS (\$26.75), on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying on the Easterly side of Uhl Street, in Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on Uhl Street, said point being also the end of the 3rd line of the whole deed of which this is a part thereof, said point being also the Northeast corner of the Arian Band Hall Lot; thence running from said point with the aforesaid Uhl Street and the 4th line of the whole Lot North twenty-eight degrees twenty-five minutes East fifty feet; thence South fifty-nine degrees fifteen minutes East eighty-two feet; thence South twenty-eight degrees twenty-five minutes West fifty feet; thence North fifty-nine degrees fifteen minutes West eighty-two feet to the place of beginning, containing one-tenth of an acre, more or less.

IT being the same property which was conveyed by Helen Jackson, widow, to Joseph L. Robinson and his wife, by deed dated April 23, 1951 and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 252, liber 185.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagee further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale to some newspaper

published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

JOSEPH L. ROBINSON

ESTHER ROBINSON

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this first day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Joseph L. Robinson and Esther Robinson, his wife

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

William A. [Signature]
Notary Public

FILED AND RECORDED OCTOBER 7th 1953 at 9:10 A.M.**This Mortgage**, Made this 6th day of July,in the year Nineteen Hundred and Fifty-three, by and between

Earl Emory Boor and Ida Jane Boor, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and

Stanley Litzenburg,

of Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of One Thousand (\$1,000.00) and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal and interest shall be repaid in equal monthly installments of Ten Dollars (\$10.00), the first of which said monthly payments shall become due and payable one month from the date hereof and monthly thereafter until fully paid, and out of said monthly payments first shall be deducted the interest on said principal sum or any balance thereafter and the balance of said payment to be applied to the reduction of said principal sum, with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Earl Emory Boor and Ida Jane Boor, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Stanley Litzenburg, his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situate on the Southeast side of the Mount Savage Road, in Barrellville, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the said tract of land at a point which stands on the Southeast side of the Mount Savage Road, said point also stands North 22 degrees 40 minutes East, 39.45 feet from the Northeast corner of the foundation wall of the dwelling situate on this property; and running thence with the Southeast side of the Mount Savage Road (Magnetic bearings as of June, 1947, and with horizontal measurements), North 67 degrees 6 minutes East, 25 feet to an iron stake; thence leaving the said State Road and running South 16 degrees

50 minutes East, 123.2 feet to an iron stake near the bank of Jennings Run; thence with the said Jennings Run, South 67 degrees 6 minutes East, 25 feet; and South 61 degrees 45 minutes East 75.6 feet to a stake; thence leaving Jennings Run and running parallel with the second line of this described parcel of ground in a reversed direction, North 18 degrees 50 minutes West 130.1 feet to a stake standing on the Southeast side of the said State Road and approximately 20 feet from the centerline thereof; thence with the said Southeast side of the State Road, North 67 degrees 6 minutes East, 75 feet to the place of beginning.

The aforesaid parcel of land is the same parcel which was conveyed by deed dated the 29th day of November, 1951, by Vernon E. Diehl and Loretta M. Diehl unto the said Earl Emory Boor and Ida Jane Boor, his wife, and which said deed is of record in Liber No. 242, folio 416, one of the Land Record of Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of said land.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Earl Emory Boor and Ida Jane Boor, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the said Stanley Litzenburg, his

executor, administrator or assigns, the aforesaid sum of

-- One Thousand Dollars (\$1,000.00), --

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Earl Emory Boor and Ida Jane Boor, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Earl Emory Boor and Ida Jane Boor, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Stanley Litzenburg, his

heirs, executors, administrators and assigns, or Earl Edmund Mangas,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Earl Emory Boor and

Ida Jane Boor, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

FILED AND RECORDED OCTOBER 7th 1953 at 9:10 A.M.**This Mortgage,** Made this 6th day of July,in the year Nineteen Hundred and Fifty-three, by and between

Earl Emory Boor and Ida Jane Boor, his wife,

of Allegheny County, in the State of Maryland,

parties of the first part, and

Stanley Litzenburg,

of Allegheny County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of One Thousand (\$1,000.00) and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal and interest shall be repaid in equal monthly installments of Ten Dollars (\$10.00), the first of which said monthly payments shall become due and payable one month from the date hereof and monthly thereafter until fully paid, and out of said monthly payments first shall be deducted the interest on said principal sum or any balance thereafter and the balance of said payment to be applied to the reduction of said principal sum, with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Earl Emory Boor and Ida Jane Boor, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Stanley Litzenburg, his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situate on the Southeast side of the Mount Savage Road, in Barrellville, Allegheny County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the said tract of land at a point which stands on the Southeast side of the Mount Savage Road, said point also stands North 22 degrees 40 minutes East, 59.45 feet from the Northeast corner of the foundation wall of the dwelling situate on this property; and running thence with the Southeast side of the Mount Savage Road (Magnetic bearings as of June, 1947, and with horizontal measurements), North 67 degrees 6 minutes East, 25 feet to an iron stake; thence leaving the said State Road and running South 16 degrees

50 minutes East, 123.2 feet to an iron stake near the bank of Jennings Run; thence with the said Jennings Run, South 67 degrees 6 minutes West, 25 feet; and South 61 degrees 45 minutes West 75.6 feet to a stake; thence leaving Jennings Run and running parallel with the second line of this described parcel of ground in a reversed direction, North 18 degrees 50 minutes West 130.1 feet to a stake standing on the Southeast side of the said State Road and approximately 20 feet from the centerline thereof; thence with the said Southeast side of the State Road, North 67 degrees 6 minutes East, 75 feet to the place of beginning.

The aforesaid parcel of land is the same parcel which was conveyed by deed dated the 29th day of November, 1951, by Vernon E. Diehl and Loretta M. Diehl unto the said Earl Emory Boor and Ida Jane Boor, his wife, and which said deed is of record in Liber No. 242, folio 416, one of the Land Records of Allegheny County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of said land.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Earl Emory Boor and Ida Jane Boor, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the said Stanley Litzenburg, his

executor, administrator or assigns, the aforesaid sum of

- - One Thousand Dollars (\$1,000.00), - - - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Earl Emory Boor and Ida Jane Boor, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Earl Emory Boor and Ida Jane Boor, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Stanley Litzenburg, his

heirs, executors, administrators and assigns, or Earl Edmund Mangas, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegheny County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Earl Emory Boor and

Ida Jane Boor, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said Earl Emory Boor and Ida Jane Boor, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least --One Thousand (\$1,000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his share lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Earl E. Manges [SEAL]
Earl E. Manges
Earl E. Boor [SEAL]
Ida Jane Boor [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of July,

in the year Nineteen Hundred and Fifty-three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Earl Emory Boor and Ida Jane Boor, his wife,

and each acknowledged the foregoing mortgage to be his and her respective

act and deed; and at the same time before me also personally appeared

Stanley Litnburg,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Manges
Notary Public.

FILED AND RECORDED OCTOBER 8th 1953 at 1:35 P.M.

This Mortgage, Made this 1 day of October

in the year Nineteen Hundred and Fifty-three, by and between
Cobey Engle and Mae Engle, his wife

of Allegany County, in the State of Maryland

parties of the first part, and John Keller

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part, in the full and just sum of Two Thousand Five Hundred Dollars, (\$2,500.00), which said sum the parties of the first part promise to pay to the order of the party of the second part in consecutive monthly installments of fifty dollars, (\$50.00), a month and interest at the rate of Six Per Centum (6%) per annum, adjustments to be made every six months on the principal and interest of said indebtedness until the full sum of Two Thousand Five Hundred Dollars (\$2,500.00), and interest has been paid and satisfied. Payments are to be made the first of every month and are to begin November 1, 1953.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor

do es give, grant, bargain and sell, convey, release and confirm unto the said mortgagee his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the northerly side of West Union Street in the Town of Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same on the said side of West Union Street at a point South twenty-eight degrees thirty minutes East sixty-six and one-tenth feet from the intersection of High Street and said side of West Union Street (sometimes called Main Street), and

running thence South twenty-eight degrees thirty minutes East thirty-four and thirty-five hundredths feet, thence North sixty-three degrees thirty minutes East one hundred and seventy feet to First Alley (sometimes called First Street), and running thence with the southerly side of said Street North twenty-seven degrees West thirty-two and three-tenths feet, thence South sixty-four degrees West one hundred and seventy-one feet to the place of beginning.

IT being the same property which was conveyed by Edith O. Steinley to Mae Engle by deed dated June 16, 1953 and recorded in Liber No. 251, folio 253 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said MORTGAGOR

their heirs, executors, administrators or assigns, do and shall pay to the said MORTGAGEE, his

executor, administrator or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

MORTGAGOR

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said MORTGAGOR

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said MORTGAGOR,

his

heirs, executors, administrators and assigns, or Milton Gerson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said MORTGAGOR

their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said MORTGAGOR

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred (\$2,500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee his heirs or assigns, to the extent

of \$2,500.00 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Walter H. H. H.
Milton Gerson

Cobey Engle (SEAL)
Cobey Engle
Mat Engle (SEAL)
Mal Engle (SEAL)

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 7th day of October

in the year nineteen Hundred and Fifty Three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Cobey Engle and Mae Engle, his wife

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared John Keller

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William A. H. H.
Notary Public.

FILED AND RECORDED OCTOBER 8th 1953 at 8:30 A.M.

THIS MORTGAGE, made this the 1st day of October, 1953, by and between ORAL R. MARKLE and RUTH C. MARKLE, his wife, of Allegany County, Maryland, parties of the first part, and FARMERS AND MERCHANTS BANK OF KEYSER, WEST VIRGINIA, a corporation, of Mineral County, West Virginia, party of the second part, WITNESSETH:

WHEREAS, Oral R. Markle and Ruth C. Markle, his wife, are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, in the sum of ONE THOUSAND DOLLARS, as evidenced by a negotiable promissory note, bearing even date herewith, executed by the said Oral R. Markle and Ruth C. Markle and payable on demand after date to the order of the said Farmers and Merchants Bank of Keyser in the sum of One Thousand

Dollars, (\$1,000.00), with interest at its Banking House in Keyser, West Virginia, said makers thereof covenanting and agreeing to pay upon the principal and interest due thereon the sum of at least Twenty Five Dollars (\$25.00) on or before the first day of each month hereafter until the full principal sum with interest is paid. Default in the payment of any one of the said monthly installments when due shall cause the entire principal sum remaining due and unpaid together with the interest due thereon to become due and payable at once.

NOW THEREFORE in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Oral R. Markle and Ruth C. Markle his wife, do hereby give grant, bargain and sell convey release and confirm unto the said FARMERS AND MERCHANTS BANK OF KEYSER, WEST VIRGINIA, a corporation, or its assigns, the following property, to-wit:

All of that certain tract of land lying on the east side of U.S. Route No. 220, commonly known as McMullen Highway, about one mile northward from the Town of McCoole, Maryland, in Election District Number 31 of Allegany County, Maryland, described by metes and bounds as follows:

BEGINNING at an iron stake in the east boundary line of U.S. Route No. 220, second corner to a tract of one acre sold to Elmer C. Kitsmiller by John F. Phillips and wife, by deed dated the 10th day of April, 1940, and running thence with said road boundary line by a curve thereof, the direct bearing and distance being N. 23° 30' E. (M.B. 1940) 162 feet; thence leaving the said road, S. 61° 5' E. 608 feet to another iron stake in the east boundary line of the tract of which this is a part; thence with said original line reversed (M.B. 1930), S. 51° 15' W. 83.5 feet to another iron stake, third corner of the said Elmer C. Kitsmiller lot; thence reversing the second line thereof, N. 69° 45' W. 867 feet to the place of the BEGINNING, containing 1.63 acres by computation, and being the same real estate which was conveyed unto the said parties of the first part by John F. Phillips and wife, by deed dated the 10th day of April, 1940, and of record in the office of the Clerk of the Circuit Court of Allegany County Maryland, in Deed Book Number 190 at page 227.

TOGETHER with the building thereon and all of the rights and ways privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that the said Oral R. Markle and Ruth C. Markle, his wife, their heirs, representatives and assigns, do and shall pay to the said Farmers and Merchants Bank, of Keyser, or its assigns the aforesaid sum of One Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all of the covenants herein on their part to be performed, then this Mortgage shall be Void.

AND IT IS AGREED that until default be made in the premises, the said Oral R. Markle and Ruth C. Markle, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Oral R. Markle and wife covenant to pay when legally demandable.

But in case default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation or Lester Reynolds, its duly constituted attorney or agent are hereby authorized or empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, their heirs or assigns; which sale shall be made in the manner following to-wit: By giving 20 days notice of the time place manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then been matured or not; and as to the balance, to pay it over to the said Oral R. Markle and Ruth C. Markle, his wife, their heirs or assigns, and in case of an advertisement under the power above but no sale, one-half of the above commissions shall be allowed and paid by the said mortgagors, their heirs and assigns.

AND the said Oral R. Markle and Ruth C. Markle, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars and to cause the policies issued therefor to be so endorsed in the event of fire, to insure to the benefit of the said mortgagee or its assigns to the extent of its lien or claim hereunder and to place such insurance policies in the possession of the said mortgagee or the said mortgagee may effect such insurance and collect the premiums as a part of the debt together with interest, hereby secured.

WITNESS the hands and seals of the said Mortgagors.

ATTEST:

F. C. Boor
F. C. Boor

Oral R. Markle (SEAL)
Oral R. Markle
Ruth C. Markle (SEAL)
Ruth C. Markle

State of West Virginia,
County of Mineral, to-wit:

I hereby certify that on the 7th day of October, 1953, before me the subscriber, a notary public of the state of West Va. for said County, personally appeared Oral R. Markle and Ruth C. Markle, his wife, and each acknowledged the aforesaid Mortgage to be their act and deed; and at the same time also personally appeared before me F. C. Boor, Cashier of the said Farmers and Merchants Bank of Keyser, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year above.

My commission expires:

Jan 7 - 1963

F. C. Boor
Notary Public

SEAL

FILED AND RECORDED OCTOBER 9th 1953 at 2:30 P.M.

This Mortgage, Made this 9th day of

October, in the year nineteen hundred and Fifty Three, by and between Lillian May Hendrickson, widow, Russell F. Hendrickson and June E. Hendrickson, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1946 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First: All the following lots and parcels of ground lying in Election District No. 29, in Allegany County, Maryland, and designated on a Plat of LaVale Home Addition as Lots No. 1 and 2, and being particularly described as follows:

Beginning at the corner of the National Turnpike and Oaklawn Avenue, as shown by said Plat, and running thence with said National Turnpike, and describing both Lots as a whole, South 43 degrees 30 minutes West 60.1 feet; then South 45 degrees 30 minutes East 125 feet to an alley; then with said alley, North 43 degrees 30 minutes East 48.4 feet to said Oaklawn Avenue; then with said Avenue, North 40 degrees 05 minutes West 125.6 feet to the beginning. A plat of LaVale Home Addition is recorded in Liber No. 121, folio 86, one of the Land Records of Allegany County, Maryland.

Being the same property conveyed by John A. Hendrickson to Russell C. Hendrickson et ux by deed dated May 15, 1945, and recorded in Liber No. 203,

folio 715, one of said Land Records, the said Russell C. Hendrickson being now deceased and said property vested in his surviving wife, Lillian May Hendrickson, by operation of law. Reference to said deed and plat is hereby made for a further description.

Second: All that tract or parcel of ground consisting of Lots Nos. 2, 3, 4, 5, 6, and 7 of a section "A" of the Christopher Wieser Addition, about 4 miles West from Cumberland, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing North 48 degrees and 45 minutes East 600 feet from the point of intersection of the Southeast side of Wieser Avenue with the Northeast side of Eleanor Street, (a 21 foot width of Street) then (magnetic bearings as of Henry Schaldt survey of October 20, 1923) and with horizontal measurements, North 48 degrees and 45 minutes East 300 feet to an iron stake; thence at right angles to Wieser Avenue, South 41 degrees and 15 minutes East 138 feet to an iron stake at an alleyway; thence with alleyway, South 48 degrees and 45 minutes West 300 feet to an iron stake standing at the end of the second line of Lot No. 1 of the Wieser Addition; thence reversing said second line, North 41 degrees and 15 minutes West 138 feet to the beginning.

Being the same property conveyed by Zella J. Wieser to Russell F. Hendrickson et ux by deed dated July 19, 1951, and recorded in Liber No. 234, folio 632, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Third: All that lot or parcel of ground situated on the Southeastly

side of the National Highway in LaVale, a suburb of the City of Cumberland, Allegany County, Maryland, located about four miles West of the City of Cumberland, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing at the end of the second line of parcel of ground conveyed by Bertram K. Lazarus et ux to Marion B. Shomo et ux by deed dated the 12th day of July, 1937, and recorded in Liber No. 178, folio 197, one of the Land Records of Allegany County, Maryland, and continuing thence with part of the third line (magnetic bearings as of the Shomo parcel of ground), South 38 degrees and 41 minutes East 147 feet to a stake; thence South 44 degrees and 20 minutes West 119.8 feet to a stake standing on the Northeast side of Oaklawn Avenue; thence with the Northeast side of Oaklawn Avenue, North 39 degrees and 22 minutes West 146.5 feet to a stake on the Southeast side of the National Highway; thence with the Southeast side of the Highway, North 44 degrees and 20 minutes East 121.8 feet to the beginning.

Being the same property conveyed by Harry L. Lucas et ux to Russell C. Hendrickson et ux by deed dated October 16, 1951, and recorded in Liber No. 235, folio 517, one of the Land Records of Allegany County, Maryland, and subject to the sewer and water line rights therein mentioned, the said Russell C. Hendrickson being now deceased and said property vested in his surviving wife, Lillian May Hendrickson, by operation of law. Reference to said deed is hereby made for a further description.

Do here and is hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagee, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - One Thousand Seven Hundred Fifty (\$1,750.00) dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagee may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagee hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagee shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagee, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagee, its, his, her or their heirs or assigns.

And the said Mortgagee further covenant to insure forthwith, and pending the

existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - One Thousand Seven Hundred Fifty (\$1,750.00) - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Lillian May Hendrickson (SEAL)
Lillian May Hendrickson

Russell F. Hendrickson (SEAL)
Russell F. Hendrickson

June E. Hendrickson (SEAL)
June E. Hendrickson

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 9th day of October, in the year nineteen hundred and Fifty Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Lillian May Hendrickson, widow, Russell F. Hendrickson and June E. Hendrickson, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

By Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and date above written.



William C. Dudley
Notary Public

FILED AND RECORDED OCTOBER 9th 1953 at 3:35 P.M.**This Mortgage,** Made this 9th day of Octoberin the year Nineteen Hundred and Fifty-Three, by and between

H. FRANK HINZE, and MARY J. HINZE, his wife,

of Allegany County, in the State of Marylandparties of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND,
MARYLAND, a banking corporation duly incorporated under the laws
of the United States,of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand One Hundred Dollars (\$3,100.00), for money this day loaned the parties of the first part by the party of the second part, and which said principal sum of Three Thousand One Hundred Dollars (\$3,100.00), together with interest at the rate of Five Per Centum (5%) Per Annum, the parties of the first part agree to repay within ten (10) years in payments of not less than Thirty-Five Dollars (\$35.00) per month, said payments to apply first to interest and the balance to principal. The first of said payments to be due one (1) month from the date hereof and to continue monthly until the full amount of principal and interest is paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

ALL that lot or parcel of land lying on the West side of Johnson Street in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 39 of the Town Lots of Cumberland, and which is described as follows:

BEGINNING at the end of 40 feet on the fourth line of the said whole Lot No. 39, and running thence with Johnson Street and reversing part of the said fourth line, North 6-1/2 degrees East 40 feet; then reversing the third line of said whole Lot, North 83-1/2 degrees West 101 feet; then reversing part of the second line of said Lot No. 39, South 6-1/2 degrees West 40 feet; then South 83-1/2 degrees East 101 feet to the beginning.

IT BEING the same property which was conveyed unto H. Frank Hinze

and Sylvia E. Hinze by the Cumberland Brewing Company of Allegany County, Maryland, by deed dated August 21, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 210, Folio 643.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

or assigns, the aforesaid sum of Three Thousand One
Hundred Dollars (\$3,100.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, its successors

and assigns, or James Alfred Aivrett

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the

first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand One Hundred Dollars (\$3,100.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its

claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]
H. FRANK HINZE [SEAL]
[Signature]
MARY J. HINZE [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9th day of October
in the year Nineteen Hundred and Fifty-Three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

H. FRANK HINZE, and MARY J. HINZE, his wife,

and acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared JOHN H. MOSNER,
Vice-President and Cashier of The Second National Bank of Cumberland,
Maryland,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is duly authorized
to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public

Record 157

FILED AND RECORDED OCTOBER 9th 1953 at 12:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 7th day of OCTOBER in the
year Nineteen Hundred and fifty -three by and between
Ray D. Nicholson and Thelma T. Nicholson, his wife.

of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Six Thousand 00/100 - - - - (\$6000.00) - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-nine 60/100 - - - - (\$39.60) - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground situated, lying and
being on the Southerly side of Orchard Place, in Cressap Park Addition,
in District No. 7, in Allegany County, in the State of Maryland,
which Addition is near the Cellulose Plant and near Cressaptown, a plat
of which said addition is recorded in Liber No. 1, folio 10 one of
the Plat Records of Allegany County, Maryland, said lot being known
as part of Lot No. 224 of Cressap Park, and described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of said
Orchard Place at the division line between Lots Nos. 224 and 225 in
said Addition, being distant 230.2 feet measured along the Southerly
side of said Orchard Place in a Westerly direction from the Westerly
side of Oakwood Avenue, and running then with the Southerly side of
said Orchard Place, South 61 degrees 30 minutes West 67.8 feet; then
by a line parallel to said Oakwood Avenue, South 31 degrees East 100
feet; then by a line parallel to said Orchard Place, South 61 degrees
30 minutes West 58.01 feet to the Westerly line of said original lot
No. 224, in said Cressap Park Addition, and then with said line, South
48 degrees 57 minutes East 144.89 feet to the Northerly line of Lot

No. 221 in said Cressap Park Addition, and then with said Northerly
line of said Lot No. 221, North 59 degrees East 81 feet to the
Westerly line of said Lot No. 225; and then with the division line
between said Lots Nos. 224 and 225, North 31 degrees West 234.1
feet to the place of beginning.

BEING the same property which was conveyed unto the parties
of the first part by deed of Robert B. Neff and Katherine T. Neff,
his wife, of even date, which is intended to be recorded among the
Land Records of Allegany County, Maryland, simultaneously with the

recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand 00/100 - - - (\$6000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within sixty days after the same shall become due and payable, and to pay and discharge, within sixty days after the date of payment,

within sixty days after the date of payment, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

[Signature] (SEAL)
Roy D. Nicholson
[Signature] (SEAL)
Thelma I. Nicholson

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7TH day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy D. Nicholson and Thelma I. Nicholson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

Rec'd 240

FILED AND RECORDED OCTOBER 9th 1953 at 12:35 P.M.
PURCHASE MONEY

This Mortgage, Made this 7th day of OCTOBER
in the year Nineteen Hundred and Fifty-three, by and between

Roy D. Nicholson and Thelma I. Nicholson, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

Robert B. Neff and Katherine T. Neff, his wife,

of Allegany County, in the State of Maryland
part 1st of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the principal sum of \$2000.00 to be paid with interest at the rate of 5 per cent per annum computed and payable quarterly on unpaid balances, said indebtedness to be amortized by the payment of at least \$50.00 quarterly on principal plus the interest accruing thereon, the first quarterly payment being due and payable 3 months from the date of these presents and each and every quarter hereinafter until the whole principal together with the interest accruing thereon is paid in full, said quarterly payment being applied first to the accrued interest and the balance unto the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Roy D. Nicholson and Thelma I. Nicholson, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Robert B. Neff and Katherine T. Neff, his wife, their heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situated, lying and being on the Southerly side of Orchard Place, in Cressap Park Addition, in District No. 7, in Allegany County, in the State of Maryland, which Addition is near the Cellulose Plant and near Cressaptown, a plat of which said addition is recorded in Liber No. 1, folio 10 one of the Plat Records of Allegany County, Maryland, said lot being known as part of Lot No. 224 of Cressap Park, and described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of said

Orchard Place at the division line between Lots Nos. 224 and 225 in said Addition, being distant 230.2 feet measured along the Southerly side of Orchard Place in a Westerly direction from the Westerly side of Oakwood Avenue, and running then with the Southerly side of said Orchard Place, South 61 degrees 30 minutes West 67.8 feet; then by a line parallel to said Oakwood Avenue, South 31 degrees East 100 feet; then by a line parallel to said Orchard Place, South 61 degrees 30 minutes West 58.01 feet to the Westerly line of said original Lot No. 224, in said Cressap Park Addition, and then with said line South 48 degrees 57 minutes East 144.89 feet to the Northerly line of Lot No. 221 in said Cressap Park Addition, and then with said Northerly line of said Lot No. 221, North 59 degrees East 81 feet to the Westerly line of said Lot No. 225; and then with the division line between said Lots Nos. 224 and 225, North 31 degrees West 234.1 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed Robert B. Neff and Katherine T. Neff, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland just prior to the recording of these presents.

THIS is a second mortgage and is subject to the first mortgage from the parties of the first part to the First Federal Savings and Loan Association of Cumberland of even date, which is intended to be recorded among the Mortgage Records of Allegany County, Maryland just prior to the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Roy D. Nicholson and Thelma I. Nicholson his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Robert B. Neff and Katherine T. Neff, his wife, their executors, administrators or assigns, the aforesaid sum of

Two Thousand (\$2000.00) Dollars.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said

Roy D. Nicholson and Thelma I. Nicholson, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Roy D. Nicholson and Thelma I.

Nicholson, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Robert B. Neff and Katherine T. Neff, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stagnier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Roy D. Nicholson and Thelma I. Nicholson, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Roy D. Nicholson and Thelma I. Nicholson, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees their assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand 00/100 - - - (\$2,000.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Roy D. Nicholson [SEAL]
Roy D. Nicholson
Thelma I. Nicholson [SEAL]
Thelma I. Nicholson

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7TH day of OCTOBER in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy D. Nicholson and Thelma I. Nicholson, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Robert B. Neff and Katherine T. Neff, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED OCTOBER 9th 1953 at 12:30 P.M.

This Mortgage, Made this 7TH day of OCTOBER in the year Nineteen Hundred and Fifty-three by and between Frederick L. Wempe and Betty P. Wempe, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Five Hundred 00/100 - - - (\$7,500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-one 29/100 - - - (\$61.29) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground being known as Lot No. 1 of a part of the Frederick A. Wempe property which is situated on the easterly side of Memorial Avenue just south of Elwood Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake and iron bar on the easterly side of Memorial Avenue, distant South 14 degrees 20 minutes West 109.28 feet from the intersection of the southerly side of Elwood Street with the easterly side of Memorial Avenue and running thence South 70 degrees 40 minutes East 110 feet to a stake, thence South 14 degrees 20 minutes West 58.3 feet to a stake, thence North 70 degrees 40 minutes West 110 feet to a stake on the easterly side of Memorial Avenue and thence with said easterly side North 14 degrees 20 minutes East 58.3 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Frederick A. Wempe, widower, dated the 31st day of August, 1953 and recorded among the Land Records of Allegany County, Maryland in Liber No. 252, folio 586.

"And whereas this mortgage shall also secure as on the date hereof future advances made as the mortgagee option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagors, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred 00/100 ----- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or not, or in any other way from the indebtedness secured by this mortgage; (2) to permit, consent or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Frederick L. Wempe (SEAL)
Frederick L. Wempe

Betty P. Wempe (SEAL)
Betty P. Wempe

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7TH day of OCTOBER

in the year nineteen Hundred and Fifty -three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick L. Wempe and Betty P. Wempe, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 10th 1953 at 8:30 A.M.

THIS MORTGAGE, Made this 9th day of October, 1953, by and between

James E. Broadwater and Nina L. Broadwater, his wife

of RPT 1, Box 526, Frostburg, Allegany Co., in the State of Maryland, Mortgagee, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagee is justly indebted unto the Mortgagee in the full and just sum of Five hundred and forty-five - - - \$545.00

which is to be repaid in twelve consecutive monthly installments of \$45.50 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagee do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Upper Consolidation Village, Frostburg, Md., Election Dist. No. 26, known as a part of the "Timberland Farm Tract" and an adjoining lot

and more fully described in a Deed from Mary Patrick, widow, dated Nov. 4, 1950 recorded among Land Records of Allegany County, Maryland (1) Liber 231, Folio 423 (2) Liber 231, Folio 423

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagee, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagee may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest the said Mortgagee hereby covenants to pay when legally demandable.

AND, the said Mortgagee further covenants to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagee, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagee, their representatives, heirs or assigns.

WITNESS our hand and seal

ATTEST:

Ralph M. Pace

Nina L. Broadwater

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 9th day of October, 1953, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

James E. Broadwater and Nina L. Broadwater, his wife,

the Mortgagee named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared WILLIAM B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ralph M. Pace, Notary Public

FILED AND RECORDED OCTOBER 10th 1953 at 9:00 A.M.

This Mortgage, Made this 9th day of

October in the year nineteen hundred and fifty-three, by and between

Mabel G. Barnes and Ernest B. Barnes, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Mabel G. Barnes and Ernest B. Barnes, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Sixty-Nine Hundred (\$6900.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Mabel G. Barnes and Ernest B. Barnes, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying on the North-erly side of the Bedford Road, about two miles from the City of Cum-berland, in Election District No. 5, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at a stone planted on the West side of "Rocky Hollow" Road, and 9 feet East of a young poplar tree growing on the top of a bank at the end of a wire fence, and running thence with said wire fence and the lands of said Joseph H. Lippold, the following courses and distances, South 47 1/2 degrees West 9-12/100 perches to a white oak marked; thence South 41 degrees West 4-44/100 perches to a marked white oak tree; thence South 36 degrees West 10-42/100 perches to a small locust tree marked; thence leaving the wire fence and still with the Lippold land running up the hill by a divisional line (now) made, North 40 degrees West 58 perches to a worm fence, a line of George Wolf's land; thence with said fence and said Wolf's land the following courses and distances, viz: South 66 degrees East 30-68/100 perches; South 68 1/2 degrees East 8 1/2 perches; South 59 1/2 degrees East 20-4/10 perches to the place of beginning, containing 4-5/8 acres, more or less.

It being the same property which was conveyed unto them by Wilbur V. Wilson, Trustee, by deed dated April 8, 1949, and recorded in Liber No. 224, folio 521, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixty-Nine Hundred (\$6900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixty-Nine Hundred (\$6900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mabel G. Barnes (SEAL)
Mabel G. Barnes

Ernest B. Barnes (SEAL)
Ernest B. Barnes

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of October in the year nineteen hundred and fifty-three

before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Mabel G. Barnes and Ernest B. Barnes, her husband,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Ashley
Notary Public

FILED AND RECORDED OCTOBER 10th 1953 at 9:00 A.M.

This Mortgage, Made this 9th day of October in the year nineteen hundred and fifty-three, by and between

Ida May Valentine, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Ida May Valentine, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred (\$1200.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ida May Valentine, widow,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground known as Lot Number Thirty-Four in LeVale Boulevard Section, near the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the Easterly side of Parkside Boulevard, at the end of the first line of Lot No. 33, and running thence with the Easterly side of said Parkside Boulevard, North 48 degrees 20 minutes West 94 feet to the Southerly side of Garage Lane "E", thence with the Southerly side thereof, North 48 degrees 45 minutes East 131 feet to the Westerly side of Garage Lane "C", thence with the Westerly side thereof, South 48 degrees 20 minutes East 78-2/10 feet to the end of the second line of sforesaid Lot No. 33, thence reversing said second line, South 41 degrees 40 minutes West 131 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Bertha E. Hymes, unmarried, by deed dated the 5th day of May, 1943, and recorded in Liber No. 196, folio 77, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, Jr., his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums

of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred (\$1200.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ida May Valentine (SEAL)
Ida May Valentine

Charles A. Piper (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ida May Valentine, widow

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Chas. A. Piper
Notary Public

FILED AND RECORDED OCTOBER 10th 1953 at 9:00 A.M.**This Mortgage,** Made this 9th day of

October in the year nineteen hundred and fifty-three, by and between Emma Walker, widow, and Luther L. Walker, unmarried (Son of Emma Walker),

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Emma Walker, widow, and Luther L. Walker, unmarried,

stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Emma Walker, widow, and Luther L. Walker, unmarried,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that tract or parcel of ground, part of the Mexico Farm, situated, lying and being near North Branch, between the C. & O. Canal and the Potomac River, in Allegany County and State of Maryland, which said parcel of land is more particularly described as follows, to-wit:

BEGINNING for the same at the end of 414 feet on the first line of the tract or parcel of ground, which was conveyed to Lenwood Walker and wife by James A. Cunningham and wife by deed dated November 11, 1922, and recorded in Liber No. 141, folio 691, one of the Land Records of said Allegany County, and running thence with part of the said first line, as corrected by variation and to calla, North 87 degrees 12 minutes West 903 feet, thence leaving said first line, South 3 degrees 30 minutes East 971.4 feet to the fourth line of the above mentioned parcel, being to the Northerly limits of the C. & O. Canal Company's Land, thence with the fourth and part of the fifth lines as corrected and with the Northerly limits of the C. & O. Canal, South 85-3/4 degrees East 609.3 feet to stone number 30, South 86 degrees East 96.4 feet, thence North 8 degrees 20 minutes East 988.3 feet to the place of beginning. Surveyed October 29, 1923. Excepting from the above described parcel the County Road 30 feet wide as now located and described in a deed from James A. Cunningham and wife to the Road Directors of Allegany County, Maryland, dated February 13, 1920, and recorded in Liber 134, folio 744. Containing 17.4 acres, clear of the County Road.

EXCEPTING THEREFROM, All that part thereof embracing 7 acres, more or less, which was conveyed unto William B. Barry and wife, by deed dated May 13, 1925, and recorded in Liber 150, folio 447, of the Land Records of Allegany County, and also, excepting therefrom, that part thereof which was conveyed unto John A. Wise by deed dated March 9, 1931, (in which deed no acreage is stated) and recorded in Liber 165, folio 187 of the Land Records, leaving remaining 31 acres, more or less, and being part of the same property which was conveyed by Lenwood Walker and others to Luther E. Walker and Emma Walker, his wife, by deed dated November 17, 1922, and recorded in Liber 145, folio 144, one of the Land Records of Allegany County. The said Luther E. Walker has since departed this life, thus vesting the complete title in and to said property unto Emma Walker, his widow, as the survivor.

Luther L. Walker, son of Emma Walker, joins in this Mortgage to further guarantee the payment thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Worley
Emma Walker (SEAL)
Luther L. Walker (SEAL)
Luther L. Walker

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Emma Walker, widow, and Luther L. Walker, unmarried, (Son of Emma Walker), and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Worley
Notary Public

FILED AND RECORDED OCTOBER 10th 1953 at 8:30A.M.

This Mortgage, Made this Thirtieth day of September,

in the year Nineteen Hundred and Fifty-three -----, by and between

JOHN H. MacDONALD and BERTHA MacDONALD, his wife, -----

of Westernport, Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws,

party ----- of the second part, WITNESSETH:

Whereas, the said John H. MacDonald and Bertha MacDonald, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for the said sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS, payable on demand to the

order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank; and to be repaid in sum of not less than TWENTY-FIVE (\$25.00) DOLLARS per month until the entire amount of the principal of said note, with interest, has been fully paid; to secure the payment of which said sum of Twenty-five hundred (\$2500.00) dollars, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John H. MacDonald and Bertha MacDonald, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said----- THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

and assigns, the following property, to-wit:

All of the following described real estate situated and located in the Town of Westernport, Allegany County, Maryland, to wit:

All those three lots of ground as laid out on the plat of Greene Highland Park Addition to Westernport, Allegany County, Maryland, and known as Lots Numbers FIFTEEN (15), SIXTEEN (16) and SEVENTEEN (17) in Section "K" of said Addition. BEGINNING for the same at the Northwest corner of Lot Number Fourteen (14) in said Addition on the East

side of Miller Street, and running thence along the East side of Miller Street North 29 degrees East Sixty-four and Four-tenths (64.4) feet to an Alley; thence running South Eighty-six (86) degrees Twenty-two minutes East one hundred and ten and five-tenths (110.5) feet to the West side of Second Alley; thence running along the West side of Second Alley South Twenty-nine (29) degrees West One hundred and twelve (112) feet to the Northeast corner of Lot Number Fourteen (14); thence running North Sixty-one (61) degrees West One hundred (100) feet to the place of beginning on Miller Street; being the same property which was conveyed to the said John H. MacDonald by Horace P. Whitworth, Jr., et al. by Deed, dated March 10th, 1951, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 233, folio 589.

EXCEPTING, however, from this conveyance all of the coal and other minerals underlying said property as reserved in prior Deeds by former owners.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John H. MacDonald and Bertha MacDonald, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of TWENTY-FIVE HUNDRED DOLLARS (\$2500.00), ----- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part, -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors,

and assigns, or HARRY K. DRANE, its -----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said -----

John H. MacDonald and Bertha MacDonald, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their ----- representatives, heirs or assigns.

And the said Parties of the first part -----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and ----- assigns, the improvements on the hereby mortgaged land to the amount of at least -----
Twenty-five hundred (\$2500.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee its successors ----- or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

J. Bernard Mayhew of John H. MacDonald (SEAL)
J. Bernard Mayhew of Bertha MacDonald (SEAL)

I hereby certify. That on this 9th day of October, -----

in the year nineteen Hundred and Fifty-three, before me, the subscriber,
West Virginia,

a Notary Public of the State of West Virginia; in and for said County, personally appeared John H. MacDonald and Bertha MacDonald, his wife, -----

and each acknowledged the foregoing mortgage to be their respective -----

act and deed; and at the same time before me also personally appeared J. B. Detsman, -----

Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

who within named mortgage, and made oath in due form of law, that the consideration in said



and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

February 7th 1961

J. Bernard Mayhew
Notary Public.

FILED AND RECORDED OCTOBER 10th 1953 at 11:40A.M.
This Mortgage, made this 10th day of October, -----

year Nineteen Hundred and fifty-three, by and between
Hartley L. Wigfield, Jr. and Kathaleene F. Wigfield, his wife, -----

expression shall include their ----- hereinafter called Mortgagors, which
the context so admits or requires, of Allegany County, State of Maryland, part i es of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his ----- heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Fifty-Two Hundred (\$5200.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum, is payable three (3) years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Fifty (\$50.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being in Allegany County, Maryland, known and designated as Lot No. 69 of G.W. McCulloh's Addition to the Town of Frostburg, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the first line of Lot No. 68 of said Addition, and running South 61 degrees East 55 feet, thence North 29 degrees East 165 feet to Second Alley, and with it, North 61 degrees West 55 feet, then South 29 degrees West 165 feet to the place of beginning.

It being the same property which was conveyed unto the said Mort-
gagors by Hartley L. Wigfield, Sr. and wife, by deed dated the 10th day
of October, 1953, and to be duly filed for record among the Land Records
of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 925 of
the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid
Fifty-Two Hundred (\$5200.00) Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then
this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may
occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and
charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon,
the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in
whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage
debt shall at once become due and payable, and at any time thereafter either the said Mortgagors
or George R. Hughes, his
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper
published in Cumberland, Allegany County, Maryland,
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident
to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly,
to the payment of all monies due and payable under this mortgage including interest on the mortgage
debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said
Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half
of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of
this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee,
the improvements on the hereby mortgaged land to an amount of at least
Fifty-Two Hundred (\$5200.00)
dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss,
to inure to the benefit of the Mortgagee to the extent of his lien or claim
hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay
the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest
George R. Hughes

Hartley L. Wigfield, Jr. (SEAL)
Kathaleene F. Wigfield (SEAL)
(SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of October, in the year
1953, before me, the subscriber, a Notary Public of the State of Maryland,
in and for said County, personally appeared, Hartley L. Wigfield, Jr. and Kathaleene
F. Wigfield, his wife,

the within named Mortgagors, and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig,

the within named Mortgagee, and made oath in
due form that the consideration in said mortgage is true and bona fide as therein set forth.



George R. Hughes
Notary Public

FILED AND RECORDED OCTOBER 10th 1953 at 11:40 A.M.
This Mortgage, made this 10th day of October, in the

year Nineteen Hundred and fifty-three, by and between

William P. Chambers and Margaret H. Chambers, his wife,

expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part 1st of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted
unto the said Mortgagee in the full and just sum of Forty-Five Hundred
(\$4500.00) Dollars, which said indebtedness together with the interest
thereon at the rate of Five (5%) Per Centum per annum is payable three
(3) years after date hereof. The said Mortgagors hereby covenant and
agree to make payments of not less than Fifty (\$50.00) Dollars each
month on account of the principal indebtedness and interest as herein
stated, the interest shall be computed semi-annually at the rate afore-
said and deducted from said payments, and the balance thereof after
deducting the interest, shall be credited to the principal indebtedness.

This Mortgage is executed to secure part of the purchase money for
the improvements on the property herein described and is, therefore, a
Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises
and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give,
grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Alle-
gany County, Maryland, situated in the Village of Gramstown, near the
Town of Frostburg, and more particularly described as follows:

BEGINNING for the same at a stake standing on the East side of
Wright Street and North 34 degrees East 123 feet from the beginning of
the first line of original tract or parcel of land which was conveyed to
Melvin G. Henry and wife, by Charles G. Watson, Trustee, by deed dated
July 27, 1936, and recorded among the Land Records of Allegany County,
Maryland, in Liber No. 175, folio 436, and running thence with the re-
mainder of the said first line of said deed, North 34 degrees East 60
feet to the end thereof; thence with the second line of the said origi-
nal tract, South 55 degrees 45 minutes East 160 feet; thence with part
of the third line of the aforesaid original tract, South 34 degrees West
60 feet; thence running across said original tract, North 55 degrees 45
minutes West 160 feet to the place of beginning.

It being the same property which was conveyed unto the said Mort-
gagors by Melvin G. Henry and wife, by deed dated the 22nd day of May,
1948, and recorded in Liber No. 221, folio 216, one of the Land Records
of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Forty-Five Hundred (\$4500.00) Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Forty-Five Hundred (\$4500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest: George R. Hughes William P. Chambers (SEAL)
Notary Public
Margaret H. Chambers (SEAL)
Margaret H. Chambers

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of October, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland,

in and for said County, personally appeared, William P. Chambers and Margaret H. Chambers, his wife,

the within named Mortgagor, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

George R. Hughes
Notary Public

FILED AND RECORDED OCTOBER 10th 1953 at 11:20 A.M.

PURCHASE MONEY

This Mortgage, Made this 9th day of October

in the year Nineteen Hundred and Fifty-three, by and between

John E. Mathews and Gloria A. Mathews, his wife

of Allegany County, in the State of Maryland

parties of the first part, and George W. McLaughlin and Alice G. McLaughlin,
his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

WHEREAS, THE said John E. Mathews and Gloria A. Mathews, his wife stand indebted unto the said George W. McLaughlin and Alice G. McLaughlin, his wife in the just and full sum of One Thousand (\$1000.00) Dollars, payable at the rate of Ten (\$10.00) Dollars per month, plus interest at the rate of four (4%) per cent per annum; interest payable each six months, at which time adjustment of principal is to be made.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter described and is therefore a purchase money mortgage.

NOW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John E. Mathews and Gloria A. Mathews, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: FIRST PARCEL. All that lot or parcel of ground situated on the Northwest side of the Bedford Road adjoining and west of the property now owned by the parties of the second part, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit: BEGINNING for the same at an iron stake, standing on the Northwest side of the Bedford Road and 20 feet from the centerline thereof, said iron stake also stands at the beginning of the adjoining parcel of ground conveyed by George W. McLaughlin, et ux. to John E. Mathews, et ux. by deed dated the 18th day of December, 1946 and recorded in Liber No. 212, Folio 645, one of the Land Records of Allegany County, and running thence with the said Northwest side of the Bedford Road and 20 feet from the centerline thereof (Magnetic Bearings as of the said Mathews Deed and with Horizontal Measurements) South 45 degrees and 38 minutes West, 58-3/10 feet to an iron stake, thence parallel with the fourth line of the said Mathews deed and leaving the said Bedford Road,

North 38 degrees and 53 minutes West, 132-9/10 feet to an iron stake, thence North 45 degrees and 38 minutes East, 58-3/10 feet to an iron stake standing at the end of the third line of the said Mathews deed, thence with the fourth line, South 38 degrees and 53 minutes East, 132-9/10 feet to the beginning.

SECOND PARCEL. All that lot or parcel of ground situated on the Northwest side of the Bedford Road adjoining and east of the property now owned by the parties of the second part, in the City of Cumberland, Allegany County, State of Maryland and more particularly described as follows, to-wit: BEGINNING for the same at an iron stake standing on the Northwest side of the Bedford Road and 20 feet from the centerline thereof, said iron stake also stands at the end of the first line of the adjoining property conveyed by George W. McLaughlin, et ux. to John E. Mathews et ux. by deed dated the 18th day of December, 1946 and recorded in Liber No. 212, Folio 645, one of the Land Records of Allegany County, and running thence with the said Northwest side of the Bedford Road and 20 feet from the centerline thereof (Magnetic Bearings as of the said Mathews Deed and with Horizontal Measurements)

North 53 degrees and 45 minutes East, 28-8/10 feet to an iron stake, thence leaving the said Northwest side of the Bedford Road, North 58 degrees and 53 minutes West, 132-25/100 feet to an iron stake, thence South 51 degrees and 56 minutes West, 28-8/10 feet to an iron stake, standing at the end of the second line of the said Mathews deed, thence reversing the said second line South 39 degrees and 2 minutes East, 131-25/100 feet to the beginning.

It being the same piece or parcel of land that was conveyed to John E. Mathews, et ux., by deed dated the 9th day of October, 1953 by George W. McLuakie et ux.; which said deed is to be recorded simultaneously herewith.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John E. Mathews and Gloria A. Mathews his wife, their heirs, executors, administrators or assigns, do and shall pay to the said George W. McLuakie and Alice G. McLuakie, his wife, their executor, administrator or assigns, the aforesaid sum of One Thousand (\$1000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said

John E. Mathews and Gloria A. Mathews, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said John E. Mathews and Gloria A.

Mathews, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said George W. McLuakie

and Alice G. McLuakie, his wife, their

heirs, executors, administrators and assigns, or Clarence Shutter, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said John E. Mathews and

Gloria A. Mathews, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said John E. Mathews and Gloria A. Mathews, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand (\$1000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagees their heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Ethel McCarty

John E. Mathews [SEAL]
Gloria A. Mathews [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of October

in the year Nineteen Hundred and Fifty-three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared John E. Mathews and Gloria A. Mathews, his wife

and each acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared George W. McLuakie and Alice G. McLuakie, his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Ethel McCarty, Notary Public.

FILED AND RECORDED OCTOBER 13th 1953 at 9:05 A.M.

This Mortgage, Made this 12th day of October in the year nineteen hundred and fifty-three, by and between

Paul C. Lamp and Vera L. Lamp, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under

the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Paul C. Lamp and Vera L. Lamp, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Two Hundred (\$4200.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul C. Lamp and Vera L. Lamp, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southwesterly side of Uhl Highway, Northeastwardly of the Seven Springs Run and about 11 miles from the City of Cumberland, in Election District No. 2, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a steel stake standing on the Southerly side of the Uhl Highway, said stake standing at the end of the first line of a certain deed from Ira P. Lewis, et ux, et al, to Bernard Russell Lewis, et ux, dated June 30, 1952, and recorded in Liber 242, folio 197, one of the Land Records of Allegany County, Maryland, and running thence with the Southerly side of said Uhl Highway (1) South 58-3/4 degrees East 1160 feet to a black oak tree, corner of a certain parcel of said farm to be retained by Ira P. Lewis, et ux, and running thence (2) South 31 degrees West 63 feet to a steel stake, thence (3) South 40-3/4 degrees East 406 feet to a steel stake, thence (4) North 31 degrees East 50 feet to a steel stake standing at the end of the fourth line of a certain deed from Ira P. Lewis, et ux, to Gerald R. Lewis, et ux, dated March 23, 1953, and recorded in Liber 248, folio 452 of the aforesaid Land Records, and with the third and second lines of said deed reversed (5) South 40 degrees East 160 feet to a steel stake (6) South 54 degrees East 79 feet to a steel stake; thence reversing the first line of said deed (7) North 12 1/2 degrees East 209.5 feet to the Southerly side of Uhl Highway; thence with said side of said highway (8) South 58-3/4 degrees East 30 feet to the point of beginning of a certain deed from Ira P. Lewis, et ux, et al, to Hartley L. Wigfield, et al, dated the 10th day of December, 1946, and recorded in Liber 216, folio 255 among the aforesaid Land Records; thence with the first line of the last mentioned deed (9) South 21 degrees 32 minutes West 156.6 feet to the West edge of a tree; thence with the second line of said last mentioned deed (10) South 39 degrees 44 minutes East 153.2 feet; thence (11) South 61 1/2 degrees East 2202.75 feet to the Westerly side of the Greasap Mill Road and with it, (12) South 12 1/2 degrees West 158.4 feet to a sharp curve in said road near the Western Maryland Railroad, thence (13) South 50 1/2 degrees East 396 feet to a point near the Western Maryland Railroad Crossing, thence by the Northerly margin of the Western Maryland Railroad Right-of-way, (14) North 85 degrees West 643.5 feet to a stake, thence (15) South 6 1/2 degrees West 100 feet to the Northern margin of said Railroad Right-of-way, end with it (16) South 60 degrees West 840 feet, more or less, to a stake near an old road, thence (17) North 79 1/2 degrees West 600 feet to a stake, thence (18) North 31 degrees West 255.75 feet to the end of 2112 feet on the 54th line of the original tract of which this is a part, surveyed for James Greasap on March 1, 1791, and with part of said 54th line reversed, (19) North 56 degrees 40 minutes West 2112 feet, thence (20) North 40 degrees 40 minutes West 825 feet to a stone standing at the Southeast corner of Columbus Nixon's part of said original tract, thence (21) North 47-3/4 degrees West 75.9 feet,

thence (22) North 23-3/4 degrees East 880 feet to a stake standing at the end of the third line of the aforementioned deed from Ira P. Lewis, et ux, et al, to Bernard Russell Lewis, et ux, and with the third and second lines thereof reversed, (23) South 68 1/2 degrees East 220.8 feet, and (24) North 31 1/2 degrees East 180.5 feet to the place of beginning; containing 123.64 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Ira P. Lewis and wife, by deed dated the 12 day of October, 1953, and to be duly filed for record among the Land Records of Allegany County.

This conveyance is made subject to certain reservations and exceptions pertaining to water rights, all of which is fully set out in the deed above referred to. Special reference to which deed is hereby made for a complete recital thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Two Hundred (\$4200.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-

gagoe, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Two Hundred (\$4200.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Paul C. Lamp (SEAL)
Paul C. Lamp

Vera L. Lamp (SEAL)
Vera L. Lamp

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Paul C. Lamp and Vera L. Lamp, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year written.



Samuel S. Sisk
Notary Public

FILED AND RECORDED OCTOBER 13th 1953 at 9:40 A.M.

This Mortgage, Made this 12th day of October in the year Nineteen Hundred and Fifty Three by and between JR. GUY BENDER GROSS, unmarried,

of Allegany County, in the State of Maryland,

party of the first part, and

MARY CATHRYNE TREXLER

of Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, The party of the first part is justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Five Thousand Dollars, (\$5,000.00), which said sum the party of the first part promises to pay to the party of the second part at the rate of not less than Forty-Five Dollars, (\$45.00), a month, the same including the interest at the rate of Six Per Centum (6%) Per Annum, adjustment to be made quarterly.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

party of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, her

heirs and assigns, the following property, to-wit:

All those lots or parcels of land known as Lots Nos. 6 and 7 of Bowman's Williams Road Addition to Cumberland, Maryland, which are described in one parcel as follows, to-wit:

BEGINNING for the same at a point on the Easterly side of the Williams State Road at the end of the first line of Lot No. 5 and running thence with the Easterly side of said State Road, North 15 degrees 15 minutes East 5.1 feet; North 17 degrees East 74.9 feet; thence South 79 degrees 10 minutes East 127.5 feet, more or less, to the Westerly side of the old Williams Road; thence with the Westerly side of said Road, South 15 degrees 35 minutes East 88.6 feet to the end of the second line of said Lot No. 5; thence reversing said second line, North 79 degrees 10 minutes West 175.8 feet to the beginning.

IT BEING the same property which was conveyed unto the said Guy Bender Gross, unmarried, by Mary Cathryne Trexler (formerly Mary Cathryne Rubenstein, Widow of Manue Rubenstein) and George V. Trexler, her husband, by deed dated the 20th day of October, 1953, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part,

his heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, her heirs,

executors, administrators or assigns, the aforesaid sum of

Five Thousand Dollars, (\$5,000.00),

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Party of the first part,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, his

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. his representatives, heirs or assigns.

And the said **party of the first part**

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand Dollars, (\$5,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

Mary Margaret Kelly Guy Bender Gross, Jr. [SEAL]
GUY BENDER GROSS, JR.,

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 1st day of October

in the year nineteen Hundred and Fifty Three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Guy Bender Gross, unmarried,

and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared

Mary Cathryne Trezler

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Mary Margaret Kelly
Notary Public.

FILED AND RECORDED OCTOBER 13 1953 at 9:10 A.M.

This Mortgage, Made this 1st day of Sept

in the year Nineteen Hundred and Fifty one by and between Nick Quartucci and Anna Quartucci, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and John Stewart and Lillian Speir Stewart, his wife,

of Allegany County, in the State of Maryland,

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted to the said parties of the second part in the full and just sum of Thirteen Hundred (\$1,300.00) Dollars, which said sum is to be paid by the parties of the first part to the parties of the second part, together with interest thereon at the rate of 5% per annum, in equal monthly installments of \$24.54 each, the first of said payments to be made one month from the date hereof and to continue each month thereafter until sixty full monthly payments have been made.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Nick Quartucci and Anna Quartucci, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said John Stewart and Lillian Speir Stewart, his wife, their heirs and assigns, the following property, to-wit: all that real estate lying and being in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

1. All that lot or parcel of land fronting on Water Street in the Town of Frostburg, and beginning for the same at a post standing at the end of the second line of the second parcel of land conveyed by Mary S. Jeffries, et al, to John L. Jones, et al, Trustees, by deed dated May 28, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 133, folio 448, and running thence with Water Street, North 49 degrees East 24½ feet; thence South 41 degrees East 55 feet; thence South 49 degrees West 24½ feet to a point on the second line of the second parcel aforesaid, and running thence with a part of said second line North 41 degrees West 55 feet to the beginning.

2. A right-of-way or easement of ingress and egress over and across all those two pieces or parcels of land lying and being in the rear of and on the North side, respectively, of the lot hereby conveyed, which said lot and said two pieces or parcels of land over which said right-of-way or easement is hereby granted is more particularly described in a deed from Howard B. Kemp, unmarried, to Nick Quartucci and Anna Quartucci, his wife, dated August 15, 1936, and recorded among said Land Records in Liber No. 176, folio 709.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executors, administrators or assigns, the aforesaid sum of Thirteen Hundred (\$1,300.00)

Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, condition or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said parties of the

second part, their

heirs, executors, administrators and assigns, or Noel Speir Cook, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirteen Hundred (\$1,300.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Carmela Linto
Carmela Linto

Nick Quartucci (SEAL)
Nick Quartucci

Anna Quartucci (SEAL)
Anna Quartucci

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 6th day of Sept

in the year Nineteen Hundred and Fifty One, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Nick Quartucci and Anna Quartucci, his wife,

and acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared John Stewart and Lillian Speir Stewart, his wife,

the within named mortgagors and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

My hand and Notarial Seal the day and year aforesaid.

Carmela Linto
Notary Public.

FILED AND RECORDED OCTOBER 13th 1953 at 10:15 A.M.

This Mortgage, Made this thirteenth day of October
in the year Nineteen Hundred and Fifty three, by and between

Okey Michael and Dorothy E. Michael, husband and wife,

of Westernport, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport,

Maryland and The First National Bank of Barton, Maryland, both
corporations organized under the national banking laws.

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
parties of the second part for the sums of \$7000.00 and \$3000.00, re-
spectively, for money lent, which loans are evidenced by their two
promissory notes, of even date herewith; one of said notes being pay-
able on demand with interest to the order of The Citizens National
Bank of Westernport, Maryland for \$ 7000.00, and the other being pay-
able on demand with interest to the order of The First National Bank
of Barton, Maryland for the sum of \$3000.00.

And it is covenanted and agreed between the parties hereto,
that this mortgage shall be security for both of said notes and for any
renewals thereof or renewals of part thereof, without any preference or
priority between them so far as the security of this mortgage is con-
cerned; and with the further agreement that on each and both of said
notes or any such renewals, regular monthly payments in reduction of
said loans including the interest due and payable monthly, shall be
made by the makers of said notes in amounts satisfactory to the holders
thereof, and that at the end of ten years from the making of said loans
and the giving of said original notes and this mortgage, should any
balance remain unpaid thereon, the same shall be immediately paid and
satisfied by the makers of said notes to the holders thereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of
the second part, their successors

and assigns, the following property, to-wit:

Lots numbers two hundred and two hundred and two (200 & 202)

as laid off on the plat of Hammond's Addition to Westernport, Allegany
county, Maryland, each lot fronting 50 feet on the East side of Spruce
Street in said town of Westernport, and being the same property which
was conveyed unto the parties of the first part herein by deed from
Homer L. Michael, Trustee, dated July 19, 1943 and recorded among the
land records of Allegany County, Maryland in Liber No. 196 Folio 617.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs
executors, administrators or assigns, do and shall pay to the said
parties of the second part, their successors
or assigns, the aforesaid sum of ten thousand dollars, as
hereinbefore set forth

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs or assigns
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the
second part, at either of them or their successors, or

assigns, or Horace P. Whitworth, their
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their successors
the improvements on the hereby mortgaged land to the amount of at least

Two thousand _____ Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
to insure to the benefit of the mortgagee, ~~their successors~~ or assigns, to the extent
of ~~each of~~ _____ their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor a.

Attest:

James P. Whitworth *Okey Michael* [SEAL]
James P. Whitworth Okey Michael
Dorothy E. Michael [SEAL]
Dorothy E. Michael

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this thirteenth day of October
in the year nineteen Hundred and Fifty three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared Okey
Michael and Dorothy E. Michael, his wife
and each acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared Horace P. Whitworth,
President of The Citizens National Bank of Westernport, Maryland, and
agent for The First National Bank of Barton, Maryland
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president and
agent of said mortgagee as above set forth and duly authorized to make
this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Whitworth
Notary Public.

FILED AND RECORDED OCTOBER 13th 1953, at 12:00 P.M. Noon

THIS MORTGAGE, Made this 8th day of October,

1953, by and between CHESTER M. TWIGG and JUANITA L. TWIGG, his
wife, of Allegany County, Maryland, parties of the first part,
and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation,
duly organized under the laws of the United States, party of the
second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and
bona fide indebted unto the party of the second part in the full
and just sum of One Thousand Eight Hundred (\$1,800.00) Dollars,
with interest from date at the rate of four and one-half (4½)
per cent per annum, which said sum is part of the purchase price
of the property hereinafter described and this mortgage is hereby
declared to be a Purchase Money Mortgage, and which said sum the
said parties of the first part covenant and agree to pay in equal
monthly installments of Thirteen Dollars and Seventy Seven Cents
(\$13.77) on account of interest and principal, beginning on the
1st day of November, 1953, and continuing on
the same day of each and every month thereafter until the whole of
said principal sum and interest is paid. The said monthly payments
shall be applied, first, to the payment of interest, and, secondly,
to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of
the sum of One (\$1.00) Dollar in hand paid, and in order to secure
the prompt payment of the said indebtedness, together with the
interest thereon, and in order to secure the prompt payment of
such future advances, together with the interest thereon, as may
be made by the party of the second part to the parties of the
first part prior to the full payment of the aforesaid mortgage
indebtedness and not exceeding in the aggregate the sum of Five
Hundred (\$500.00) Dollars, and not to be made in an amount which
would cause the total mortgage indebtedness to exceed the original
amount thereof and to be used for paying the cost of any repairs,
alterations or improvements to the hereby mortgaged property, the
said parties of the first part do give, grant, bargain and sell,
convey, release and confirm unto the said party of the second part,
its successors and assigns, the following described real estate
lying and situated in the City of Cumberland, in Allegany County,
Maryland, the same being Lot Number 333 on the plat of the Humbird
Land and Improvement Company, and particularly described as
follows, to-wit:

BEGINNING on the South side of Humbird Street at the end

of the first line of Lot Number 332 of said Addition, and running with said Humbird Street, South 53- $\frac{1}{2}$ degree East 30 feet; then South 36- $\frac{1}{2}$ degree West 125 feet to an alley, and with it, North 53- $\frac{1}{2}$ degree West 30 feet to the end of the second line of said Lot Number 332, and with it reversed, North 36- $\frac{1}{2}$ degree East 125 feet to the beginning.

It being the same property conveyed in a deed of even date herewith by George E. Holler and Alberta Virginia Holler, his wife, to the said Chester M. Twigg and Juanita L. Twigg, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Eight Hundred (\$1,800.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalty and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby

declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or

assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Eight Hundred (\$1,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Chester M. Twigg (SEAL)
CHESTER M. TWIGG
H. C. Landis
H. C. LANDIS
Juanita L. Twigg (SEAL)
JUANITA L. TWIGG

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8th day of October, 1953, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHESTER M. TWIGG and JUANITA L. TWIGG, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bonafide as therein set forth.

WITNESS my hand and Notarial Seal.

A. A. Thibault
Notary Public

FILED AND RECORDED OCTOBER 13th 1953 at 12:20 P.M.
This Mortgage, Made this 8th day of OCTOBER in the year Nineteen Hundred and fifty-three by and between

Sowers A. Jackson and Kathleen M. Jackson, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Six Hundred 00/100 - - - (\$1600.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-five 00/100 - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING at a stake in the North line of McCulloh Street, a corner of the Karl E. Schlossstein lot and lot hereby conveyed; then by the North line of McCulloh Street North 60 degrees 40 minutes West 10.9 feet to a corner of the McKenzie lot; then by the same North 30 degrees 23 minutes East 40 feet to a point; then still by the same South 60 degrees 40 minutes East 16 feet to a stake corner of the said Schlossstein lot; then by the same South 60 degrees 40 minutes East 2.9 feet to a spike; then still by the same South 30 degrees 23 minutes West 40 feet to the place of beginning, containing 0.018 acres more or less and subject to all legal highways.

BEING the same property which was conveyed unto the parties of the first part by deed of John Stewart and Lillian S. Stewart, his wife, dated October 20, 1945, recorded in Liber No. 205, folio 600, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property, as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same

shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Six Hundred 00/100 (\$1600.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all government levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Hoaman

Lowell C. Jackson [SEAL]
Lowell C. Jackson
Kathleen W. Jackson [SEAL]
Kathleen W. Jackson

Notary Public for the State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of OCTOBER

in the year nineteen hundred and fifty-three, before me, the undersigned, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lowell C. Jackson and Kathleen W. Jackson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.

William C. Hoaman

FILED AND RECORDED OCTOBER 13th 1953 at 12:20 P.M.
This Mortgage, Made this 12th day of OCTOBER in the
year Nineteen Hundred and fifty-three by and between

Stanford I. Ringler and Margaret Ringler, his sister

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand 00/100 (\$4,000.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty 00/100 (\$40.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northwesterly side of Maryland Street known and designated as part of Lots Nos. 12 and 13 in Braddock Farms Addition, LeVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 101 among the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows to-wit:

BEGINNING for the same on the northwesterly side of Maryland Street at the end of the first line of a deed from George Henderson et ux, to Floyd L. Valentine et ux, dated September 22, 1937 which is recorded in Liber No. 178, folio 638 one of the Land Records of Allegany County, Maryland and running then with Maryland Street North 39 degrees 54 minutes East 58 feet to the end of the 4th line of the deed to Charles W. Tasker et ux, from the Hume O. Annen Real Estate Company dated May 29, 1925 which is recorded in Liber No. 151, folio 63 one of the Land Records of Allegany County, Maryland and running then with said 4th line reversed North 50 degrees 6 minutes West 605 feet to the 3rd line of said whole Lot No. 13, then South

39 degrees 54 minutes West 58 feet to the end of the second line of the aforementioned Valentine deed and then reversing said second line South 50 degrees 6 minutes East 605 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Harry H. Wiegand and Thelma L. Wiegand, his wife, dated the 11th day of August, 1942 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 194, folio 122.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagors, their successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of default under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand 00/100 - - - (\$4000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be assigned or endorsed, as in case of fire, to

insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Louise P. Spessard
Louise P. Spessard
Louise P. Spessard
Louise P. Spessard

Stanford I. Ringler [SEAL]
Stanford I. Ringler
Margaret K. Ringler [SEAL]
Margaret K. Ringler [SEAL]

State of Maryland,
WASHINGTON
Allegany County, to-wit:

I hereby certify, That on this 12TH day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Stanford I. Ringler and Margaret K. Ringler, his sister, both single,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared ~~George W. Legge~~ and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Louise P. Spessard
Louise P. Spessard
Notary Public
My Commission Expires May 2, 1955

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared George W. Legge, Attorney and the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee. Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
George W. Legge, Notary Public

FILED AND RECORDED OCTOBER 13th 1953 at 12:05 P.M.
PURCHASE MONEY

This Mortgage, Made this 13th day of October
in the year Nineteen Hundred and Fifty-Three, by and between

CHARLES A. McDADE and LORETTA McDADE, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, this day loaned the parties of the first part as part of the purchase price of the property herein described, which was conveyed to the parties of the first part by Pasquale Idoni et ux., by deed of even date; said principal sum of \$10,000.00, with interest at five percent (5%) per annum is to be repaid by the parties of the first part to the party of the second part in monthly payments of not less than One Hundred, Sixty-two and no/100 (\$162.00) Dollars each, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

~~assigns~~ assigns, the following property, to-wit:

ALL those two certain lots or parcels of ground fronting on Front Street, (now Henderson Avenue) in the City of Cumberland, Allegany County and State of Maryland, and known and distinguished upon the plat of the property of the "Thruston Heirs and John B. Ford" as Lots Numbered Three (3) and Four (4), which said plat is recorded among the Land Records of said Allegany County in Liber T.L. No. 43, folio 70⁴, and which said lots are particularly described as follows, to wit:

BEGINNING at a point South seventeen (17) degrees East fifty (50) feet from the intersection of the Southwest corner of Shinbone alley with the East side of Front Street, being also at the Southwest corner of Lot Number Five (5) on said plat, and running thence with Front Street South seventeen (17) degrees East

fifty (50) feet to the Northwest corner of Lot Number Two (2); then at right angles with Front Street fifty-two (52) feet and four (4) inches to the Southwest corner of Lot Number seven (7); then North three and one-half (3 $\frac{1}{2}$) degrees West fifty-one (51) feet and four (4) inches to the Southeast corner of Lot Number Five (5); then with the line of Lot Number Five (5) sixty-four (64) feet and four (4) inches to the place of beginning.

IT BEING the same property which was conveyed to Pasquale Idoni and Rose Idoni, his wife, by Matilda S. Rudolph, et al., by deed dated the 14th day of September, 1946, and recorded among the Land Records of Allegany County in Liber No. 211, folio 289; and

BEING also the same property which was conveyed by Pasquale Idoni and wife to the above mentioned Charles A. McDade by deed of even date, and which is to be recorded among the said Land Records with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

~~or assigns~~ or assigns, the aforesaid sum of

Ten Thousand and no/100 (\$10,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~subscribers, subscribers~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

AND the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand and no/100 (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Charles A. McDADE [SEAL]
Charles A. McDADE
Loretta McDADE [SEAL]
Loretta McDADE

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 13th day of October

in the year nineteen Hundred and Fifty Three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

CHARLES A. McDADE and LORETTA McDADE, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



FILED AND RECORDED OCTOBER 13th 1953 at 12:05 P.M.
PURCHASE MONEY

This Mortgage, Made this 13th day of October

in the year Nineteen Hundred and Fifty three, by and between

CHARLES A. McDADE and LORETTA McDADE, his wife

of Allegany County, in the State of Maryland

parties of the first part, and PASQUALE IDONI and ROSE IDONI, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of FIVE THOUSAND (\$5000.00) DOLLARS; said sum shall become due and payable five (5) years after the date of these presents; with interest at Five (5%) percent per annum and the said interest is to be computed and paid semi-annually on the First day of November and the First day of May in each and every year.

Privileges are reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts not less than One Hundred (\$100.00) Dollars, or multiples thereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: ALL those two certain lots or parcels of ground fronting on Front Street, in the City of Cumberland, Allegany County, State of Maryland, and known and distinguished upon the plat of the property of "Thruston Heirs and John B. Ford" as Lots numbered three (3) and four (4), which said plat is recorded

among the Land Records of said Allegany County in Liber T.L. No. 43 folio 70+, and which said lots are particularly described as follows, to wit:

BEGINNING at a point South seventeen (17) degrees East fifty (50) feet from the intersection of the southwest corner of Shinbone alley with the east side of Front Street, being also at the southwest corner of Lot Number Five (5) on said plat, and running thence with Front Street South seventeen (17) degrees East fifty (50) feet to the northwest corner of Lot Number Two (2); then at right angles with Front Street fifty-two (52) feet and four (4) inches to the southwest corner of Lot Number Seven (7); then North three and one-half (3½) degrees West fifty-one (51) feet and four (4) inches to the southeast corner of Lot Number (5); then with the line of Lot Number Five (5) sixty-four (64) feet and four (4) inches to the place of beginning.

BEING the same property conveyed unto one of the parties of the first part, Charles A. McDade, by deed bearing even date herewith, by Pasquale Idoni and Rose Idoni, his wife, and to be recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of

FIVE THOUSAND (\$5000.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Peter J. Garganti

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

FIVE THOUSAND (\$5000.00) DOLLARS, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, THEIR heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

[Signature]

Charles A. McDade [SEAL]
Charles A. McDade [SEAL]
Loretta McDade [SEAL]
Loretta McDade [SEAL]

State of Maryland,
Allegany County, to-wit:

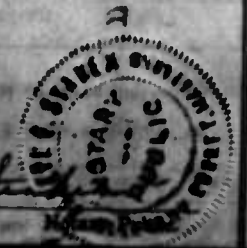
I hereby certify, That on this 13th day of October in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

CHARLES A. MCDADE and LORETTA MCDADE, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

PASQUALE IDONI and ROSE IDONI, his wife the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



FILED AND RECORDED OCTOBER 13th 1953 at 2:00 P.M.**This Mortgage.** Made this 13th day of

October, in the year nineteen hundred and Fifty Three, by and between

Howard Perrin and Nettie Perrin, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
 THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
 incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
 Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
 said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, for which
 they have given their promissory note of even date herewith, payable on or before
 one year after date with interest at the rate of 5% per annum, payable quarterly.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
 at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
 aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
 make the mortgage debt exceed the original amount hereof, provided the full amount of any such
 advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
 property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
 year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
 of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
 the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
 Mortgagee, its successors and assigns, the following property, to-wit:

All those two lots, tracts or parcels of land situated on
 the North side of the Baltimore Turnpike, in Election District No. 21, in Allegany
 County, Maryland, and about four and one-half miles Easterly of the City of Cum-
 berland, which are described and conveyed in two deeds from Millard F. Rice et al
 to Howard Perrin and Nettie Perrin, his wife, one for 5-3/16 acres, more or less,
 dated March 13, 1922, and recorded in Liber No. 140, folio 91, one of the Land
 Records of Allegany County, Maryland, the other for 10-1/4 acres, more or less,
 dated November 26, 1923, and recorded in Liber No. 145, folio 189, of said Land

Records, excepting, however, all those parts of said tract conveyed away by the
 said Howard Perrin and Nettie Perrin, his wife, in the following six deeds: deed
 to Ella May Morris dated June 25, 1931, and recorded in Liber No. 166, folio 23,
 one of said Land Records; deed to the State Road Commission of Maryland dated
 October 4, 1937, and recorded in Liber No. 178, folio 705, of said Land Records;
 deed to Floyd Wigfield and Juanita May Wigfield, his wife, dated March 29, 1947,
 and recorded in Liber No. 214, folio 322, of said Land Records; deed to Floyd
 Wigfield and Juanita May Wigfield, his wife, dated February 15, 1950, and recorded
 in Liber No. 228, folio 432, of said Land Records; deed to Edwin W. Lewis and
 Gretchen R. Lewis, his wife, dated October 7, 1952, and recorded in Liber No. 245,
 folio 30, of said Land Records; and deed to Floyd Wigfield and Juanita May Wigfield
 his wife, dated August 12, 1953, and recorded in Liber No. 252, folio 433, of said
 Land Records. Reference to all of said deeds is hereby made for a more full and
 particular description of the property herein conveyed.

do here and in hold the above described property unto the said Mortgagee, its successors
 or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
 sonal property now or at any time hereafter attached to or used in any way in connection with the
 use, operation and occupation of the above described real estate, and the rights, roads, ways, waters,
 privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administra-
 tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors
 or assigns, the aforesaid sum of - - - Four Thousand (\$4,000.00) - - - dollars;
 and the interest thereon in the manner and at the times as afore set out, and such future advances
 with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall
 perform all the covenants herein on their part to be performed, then this mortgage shall
 be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may
 hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and
 public liens levied on said property and on the mortgage debt and interest hereby intended to be
 secured, and any lien, claim or charge against said premises which might take precedence over the
 lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt
 and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable;
 and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said
 taxes, assessments, public liens, liens, claims and charges as and when the same become due and
 payable the said Mortgagee shall have the full legal right to pay the same, together with all interest,
 penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
 interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
 then the entire mortgage debt intended to be hereby secured, including such future advances as may
 be made as hereinbefore set forth, shall at once become due and payable, and these presents are
 hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V.
 Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at
 any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may
 be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her
 or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least
 twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in
 Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and
 the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such
 sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling
 or making said sale, and if the property be advertised for default and no sale be made, one-half of
 said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their
 representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage,
 including such future advances as may be made as aforesaid, whether the same shall have then
 matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or
 their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the
 existence of this mortgage, to keep insured by some insurance company or companies acceptable to
 the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against
 loss by fire with extended coverage, and if required, war damage to the extent available, to the
 amount of at least - - - Four Thousand (\$4,000.00) - - - dollars.
 And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or
 other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its
 or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the
 Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with
 interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and
 bind the several heirs, executors, administrators, successors or assigns, of the respective parties
 thereto.

Witness, the hands and seals of said Mortgagors

Attest:

Millard F. Rice
 Millard F. Rice

Howard Perrin (SEAL)
 Howard Perrin
Nettie Perrin (SEAL)
 Nettie Perrin

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 13th day of October, in the year nineteen hundred and Fifty Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Howard Perrin and Nettie Perrin, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Sudley
Notary Public



FILED AND RECORDED OCTOBER 13th 1953 at 3:00 P.M.

This Mortgage, Made this 13th day of October in the year Nineteen Hundred and Fifty-three, by and between
HAROLD E. HUBBS (unmarried)

of Allegany County, in the State of Maryland
part Y of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, a national banking corporation, with its principal place of business in Cumberland, Allegany County, Maryland,

part Y of the second part, WITNESSETH:

Whereas, the said party of the first part is indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00), to be repaid with interest at the rate of Five Per Cent (5%) per annum computed monthly on unpaid balances, in payments of at least Thirty Five Dollars (\$35.00) monthly, the first monthly payment being due one month from the date of these presents, and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, said monthly payment to be applied first to the interest accruing, and then the

balance thereof upon the principal, to secure which principal, together with the interest accruing thereon, these presents are executed.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1951 Edition) as repealed and re-enacted by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said HAROLD E. HUBBS (unmarried)

does give, grant, bargain and sell, convey, release and confirm unto the said THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the East side of Carroll Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at the end of the second line of the property described in a deed from David P. Miller to Verdeen B. Wilson, dated February 23, 1910 and recorded in Liber No. 108, folio 559, of the Land Records of Allegany County, and with the second line extended, and at right angles with Cumberland Street, and parallel with Carroll Street, North 11 degrees East 54.5 feet to the northerly line of Lot No. 318 of Map 5 of Rose Hill Estate, at a point distant 31 feet from Carroll Street, and with said line, North 79 degrees West 31 feet to Carroll Street, and with it South 11 degrees West 54.5 feet to the

end of the third line of said deed to Verdeen B. Wilson, and with said third line reversed, South 79 degrees West 31 feet to the beginning.

IT BEING the same property which was conveyed to HAROLD E. HUBBS by DAVID M. STEELE and MARY A. STEELE, his wife, by deed dated April 2, 1947, and recorded in Liber , folio , among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said HAROLD E. HUBBS (unmarried), his

heirs, executors, administrators or assigns, do and shall pay to the said

THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

~~executors, administrators or assigns~~, the aforesaid sum of Three Thousand Dollars (\$3,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

HAROLD E. HUBBS (unmarried)

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said HAROLD E. HUBBS (unmarried)

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

and assigns, or GORMAN E. GETTY his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

HAROLD E. HUBBS (unmarried), his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said HAROLD E. HUBBS (unmarried)

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand and no/100 ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest  J. H. MOSNER
Harold E. Hubbs [Seal]
HAROLD E. HUBBS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of October in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

HAROLD E. HUBBS (unmarried) and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared

JOSEPH M. NAUGHTON, President of THE SECOND NATIONAL BANK OF CUMBERLAND,

the within named mortgagee and made oath in due form of law, that the

WITNESS my hand and Notarial Seal the day and year aforesaid.



FILED AND RECORDED OCTOBER 14 1953 at 10:15 A.M.
This Mortgage, Made this 1st day of May

in the year Nineteen Hundred and Fifty-three by and between Frank H. Lewis and Xyla Inez Lewis, his wife,

of Allegany County, in the State of Maryland

part 108 of the first part, and Baughman Contracting Company, Inc.,

of Allegany County, in the State of Maryland

part 7 of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Four Thousand (\$4,000.00) Dollars, and which said sum shall become due and payable four (4) years from the date hereof, and which said principal sum or any balance thereof, shall bear interest at the rate of five (5%) per cent per annum hereafter; with the right reserved unto the Parties of the First Part to prepay any or all of said sum prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Frank H. Lewis and Xyla Inez Lewis, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Baughman Contracting Company, Inc., its successors

and assigns, the following property, to-wit:

ALL that lot, piece, or parcel of land situate, lying, and being in Election District No. 29 of Allegany County, Maryland, and which said parcel of land is shown on an unrecorded plat of "Glen-dale Addition, La Vale, Cumberland, Maryland," as the easterly three-fourths of Lot No. 10 and the westerly one-half of Lot No. 11, and which said parcel of land is more particularly described as follows, to-wit:

BEGINNING for the said parcel of land at a point distant along the southerly side of Santa Fe Street from the intersection of the easterly side of Braddock Street with the said easterly side of Santa Fe Street, as shown on said unrecorded plat, South 47 degrees

40 minutes East 325 feet and which said point is also the end of Line No. 1 and the beginning of Line No. 2 of the parcel of land conveyed by deed dated the 16th day of April, 1951, from George E. Baughman, et ux, unto H. Edward McFarland, et ux, and which said deed is of record among the Land Records of Allegany County, Maryland, in Liber No. 233, folio 592; and thence continuing along the said southerly side of Santa Fe Street, South 47 degrees 40 minutes East 125 feet to a stake; thence constructing a new division line across the centre of said Lot No. 11, South 42 degrees 20 minutes West 95 feet to a stake; thence North 47 degrees 40 minutes West 125 feet to the intersection of the second and third lines of the said Baughman to McFarland deed; thence reversing said second line thereof, North 42 degrees 20 minutes East 95 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 30th day of June, 1952, by and between George E. Baughman and Grace M. Baughman, his wife, and Frank Harrison Lewis and Xyla Inez Lewis, his wife, and which said deed is recorded in Liber No. 246, folio 300, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said Frank H. Lewis and Xyla Inez Lewis, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Baughman Contracting Company, Inc., its successors

or assigns, the aforesaid sum of

Four Thousand (\$4,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Frank H. Lewis and Xyla Inez Lewis, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Frank H. Lewis and Xyla Inez Lewis, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Baughman Contracting Company, Inc., its successors

and assigns, or Earl Edmund Mangos his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Frank H. Lewis and

Xyla Inez Lewis, his wife, their

heirs or assigns, and in case of default under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Frank H. Lewis and Xyla Inez Lewis, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Dollars (\$4,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its then lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Mangos [SEAL] Frank H. Lewis [SEAL]
Earl E. Mangos [SEAL] Xyla Inez Lewis [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of May,

in the year Nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank H. Lewis and Xyla Inez Lewis, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared

George E. Baughman, President of Baughman Contracting Co., Inc.,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is an agent of said Corporation and duly authorized to make this

certification in my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Mangos
Notary Public.

FILED AND RECORDED OCTOBER 14th 1953 at 9:10 A.M.
Purchase Money
This Mortgage, Made this 21 day of Sept
in the year Nineteen Hundred and fifty-three, by and between

Harry D. Edmiston and Betty Jane Edmiston, his wife,
of Allegheny County, in the State of Maryland
parties of the first part, and Ludia W. Nelson and Clyde R. Nelson, her
son,

of Allegheny County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the second part have this day
loaned unto the said parties of the first part the full and just sum
of Five thousand two hundred (\$5,200.00) dollars, which said sum the
said parties of the first part do hereby agree to repay to the
said parties of the second part in consecutive installments of not
less than Forty (\$40.00) dollars per month, beginning one month from
the date hereof, with interest thereon at the rate of five per
cent. (5%) per annum, due and payable monthly, accounting from the
date hereof. It is understood that the installment payment of forty
dollars shall include interest.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All those certain lots or parcels of land described in several deed
to Alonzo Mort, now deceased, and being Lots Nos. 38, 39, 40, 41
79, 80 and 81, in Section A, Bowmans Addition, Allegheny County,
Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their

executor, administrator or assigns, the aforesaid sum of

---Fifty-two hundred (\$5200.00) dollars----

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagees or their
assigns, the improvements on the hereby mortgaged land to the amount of at least

---Fifty-two hundred----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to insure to the benefit of the mortgagees their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Waitman Teter
Waitman Teter

Harry D. Edmiston (SEAL)
Betty Jane Edmiston (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of Sept
in the year Nineteen Hundred and fifty-three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry D. Edmiston and Betty Jane Edmiston, his wife
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Ludie W. Nelson and Clyde B. Nelson, her son,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



FILED AND RECORDED OCTOBER 14*1953 at 9:20A.M.

This Mortgage, Made this 12th day of
October in the year nineteen hundred and fifty-three, by and between

Frank H. Ansel and Thelma C. Ansel, his wife, of Carroll County, Md.
of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Frank H. Ansel and Thelma C. Ansel, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twenty-Five Hundred (\$2500.00) Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pre-rate quarterly interest hereunder to be
payable on December 31, 1953.



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Frank H. Ansel and Thelma C. Ansel, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southerly side
of Camden Avenue, in the City of Cumberland, Allegany County, Maryland,
known and designated as Lot No. 4 in Gates Addition to Cumberland, and
particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Camden Avenue, at
the end of the first line of Lot No. 3 of said Addition, said point of
beginning being also distant, South 66 degrees and 10 minutes West 60
feet from the end of the second line of the lot conveyed by Bertha V.
Ritter et vir to George S. Bailey, by deed dated February 17, 1922,
and recorded in Liber No. 139, folio 588, of the Land Records of Alle-
gany County, and running thence with the Southerly side of Camden Ave-
nue, South 66 degrees 10 minutes West 50 feet, then South 23 degrees
50 minutes East 130 feet to the Northerly side of a 16-foot alley, then
with said side of said alley, North 66 degrees 10 minutes East 50 feet
to the end of the second line of said Lot No. 3, then with said second
line reversed, North 23 degrees 50 minutes West 150 feet to the place
of beginning.

It being the same property which was conveyed unto the said Mort-
gagors by Edna Wolford, widow, by deed dated April 3, 1943, and re-
corded in Liber 195, folio 595, one of the Land Records of Allegany
County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt and interest hereby intended to
be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
and all public charges and assessments when legally demandable; and it is further agreed that in
case of default in said mortgage the rents and profits of said property are hereby assigned to the
mortgagee as additional security, and the mortgagor also consents to the immediate appointment
of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then
the entire mortgage debt intended to be hereby secured shall at once become due and payable, and
these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its
successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or
agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby
mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the
purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms
of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the
day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to
apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums
of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or
making said sale, and in case said property is advertised, under the power herein contained, and
no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred

and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Frank H. Ansel (SEAL)
Frank H. Ansel

Thelma C. Ansel (SEAL)
Thelma C. Ansel

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of October in the year nineteen hundred and Fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Frank H. Ansel and Thelma C. Ansel, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time they acknowledged personally appearing before me as The Liberty Trust Company, the within named mortgagee, and that they were duly authorized by the Board of Directors of said company to execute and acknowledge the same.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President and agent in law for said corporation and duly authorized by it to make said affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

FILED AND RECORDED OCTOBER 14th 1953 at 9:20 A.M.

This Mortgage, Made this 12th day of October in the year nineteen hundred and fifty-three, by and between

William C. Barncord and Elsie L. Barncord, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

William C. Barncord and Elsie L. Barncord, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-One Hundred Fifty (\$2150.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William C. Barncord and Elsie L. Barncord, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situate, lying and being near the Northerly side of the Cash Valley Road in Election District No. 20, in Allegany County, Maryland, and which is described as follows, to-wit:

BEGINNING for the same at a fence post standing along the Easterly side of the Lane leading from the Cash Valley Road in a Northerly direction to Jennings Run, it being at the end of 170 feet on the second line of original Lot No. 3, conveyed by William A. Muster, Administrator C.T.A., to Henry Petenbrink, by deed dated October 30, 1920, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 134, folio 668, and running thence along a division fence crossing the whole lot No. 3, North 55 degrees 45 minutes East 106 feet to a point on the fifth line of the whole Lot No. 3; thence reversing part of said fifth line, South 40 degrees 00 minutes East 194 feet to a fence post standing at the beginning of that part of original Lot No. 2 conveyed by Minerva A. Logadon to Henry Petenbrink, by deed dated January 17, 1921, and recorded among the aforesaid land records, in Liber No. 135, folio 497; thence with the lines thereof, North 48 degrees 15 minutes East 113 feet to the Westerly side of a lane leading to the Cash Valley Road; and with it, South 47 degrees 28 minutes East 78 feet to a corner fence post; thence with a fence, South 41 degrees 37 minutes West 105.75 feet; thence continuing with said fence, South 29 degrees 05 minutes West 75.5 feet to the Northerly side of the present Cash Valley Road; thence with said side of said

and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Frank H. Ansel (SEAL)
Frank H. Ansel

Thelma C. Ansel (SEAL)
Thelma C. Ansel

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of October in the year nineteen hundred and Fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Frank H. Ansel and Thelma C. Ansel, his wife,

and each acknowledged, the foregoing mortgage to be their act and

deed; and as shown to me by the said mortgagor, the within named mortgagee and made

oath in due form of law, that the consideration in said mortgage is true and that the said mortgagor is the owner of the land therein described and that the

said mortgage is a valid and lawful mortgage and that the said mortgagor is the owner of the land therein described and that the

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FILED AND RECORDED OCTOBER 14th 1953 at 9:20 A.M.

This Mortgage, Made this 12th day of October in the year nineteen hundred and fifty-three, by and between

William C. Barncoord and Elsie L. Barncoord, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William C. Barncoord and Elsie L. Barncoord, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-One Hundred Fifty (\$2150.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William C. Barncoord and Elsie L. Barncoord, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situate, lying and being near the Northerly side of the Cesh Valley Road in Election District No. 20, in Allegany County, Maryland, and which is described as follows, to-wit:

BEGINNING for the same at a fence post standing along the Easterly side of the Lane leading from the Cesh Valley Road in a Northerly direction to Jennings Run, it being at the end of 170 feet on the second line of original Lot No. 3, conveyed by William A. Huster, Administrator C.T.A., to Henry Petenbrink, by deed dated October 30, 1920, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 134, folio 668, and running thence along a division fence crossing the whole lot No. 3, North 55 degrees 45 minutes East 106 feet to a point on the fifth line of the whole Lot No. 3; thence reversing part of said fifth line, South 40 degrees 00 minutes East 19 feet to a fence post standing at the beginning of that part of original Lot No. 2 conveyed by Minerva A. Logsdon to Henry Petenbrink, by deed dated January 17, 1921, and recorded among the aforesaid land records, in Liber No. 135, folio 497; thence with the lines thereof, North 48 degrees 15 minutes East 113 feet to the Westerly side of a lane leading to the Cesh Valley Road; and with it, South 47 degrees 28 minutes East 78 feet to a corner fence post; thence with a fence, South 41 degrees 37 minutes West 105.75 feet; thence continuing with said fence, South 29 degrees 05 minutes West 75.5 feet to the Northerly side of the present Cesh Valley Road; thence with said side of said

Road, South 82 degrees 37 minutes West 55.7 feet to a nail in a locust post which stands on the Westerly side of a lane leading from the Cash Valley Road to Jennings Run; thence along the Westerly side thereof, North 46 degrees 00 minutes West 204-6/10 feet to a stake standing South 31½ degrees East 2 feet from a stump of a cherry tree, thence crossing said Lane, North 31½ degrees West 85½ feet to the place of beginning. Surveyed by C. R. Nuzum, C.E., August, 1946.

It being part of the same property which was conveyed unto the said Mortgagors by Clara Petenbrink, unmarried, by deed dated September 3, 1946, and recorded in Liber 211, folio 88, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-One Hundred Fifty - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes - - - its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagee, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-One Hundred Fifty (\$2150.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William C. Barncord (SEAL)
William C. Barncord

Elsie L. Barncord (SEAL)
Elsie L. Barncord

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I hereby Certify, that on this 12th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William C. Barncord and Elsie L. Barncord, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above.



Wm C. Barncord
Notary Public

FILED AND RECORDED OCTOBER 14, 1953 at 2:20 P.M.

This Mortgage, Made this 13th day of October

in the year Nineteen Hundred and Fifty-three, by and between Robert Henry Brown, divorced,

of Allegany County, in the State of Maryland

part of the first part, and

Edgar S. Niece and Eleanor M. Niece, his daughter,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the Party of the First Part is bona fide and justly indebted unto the Parties of the Second Part in the full and just sum of One Thousand Dollars (\$1,000.00) and which said sum shall bear interest at the rate of six per cent per annum; and which said principal sum and interest shall be repaid in equal monthly payments hereafter of Twenty-five Dollars (\$25.00) on the principal and in addition thereto the interest on the unpaid principal sum; with the right reserved unto the Party of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert Henry Brown

do es give, grant, bargain and sell, convey, release and confirm unto the said Edgar S. Niece and Eleanor M. Niece, his daughter, their

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate on the Westerly side of Baltimore Avenue in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northwesterly side of Baltimore Avenue at the beginning of the whole original lot conveyed by James Smith, et ux, to Nicholas Brandler by deed dated the 15th day of August, 1848, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 4, folio 362, said point of beginning also at the beginning of that part of the said whole original lot conveyed by Luther Ash to Boyd H. Smellings by deed dated the 25th day of October, 1916, and recorded among the aforesaid Land Records in Liber No. 119, folio 471; and running thence with part of

the first line thereof, North 38 degrees 20 minutes West 108 feet; thence crossing the last above-mentioned deed, South 55 degrees 10 minutes West 30.25 feet to a point on the third line thereof; thence with the third and fourth lines thereof, South 34 degrees 50 minutes East 100 feet to the Northwesterly side of Baltimore Avenue; and with it, North 67 degrees 38 minutes East 37.5 feet to the place of beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert Henry Brown, his

heirs, executors, administrators or assigns, do and shall pay to the said

Edgar S. Niece and Eleanor M. Niece, his daughter, their

executors, administrators or assigns, the aforesaid sum of

one thousand (\$1,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Robert Henry Brown

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert Henry Brown

hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Edgar S. Niece and Eleanor M. Niece, his daughter, their

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Chesapeake, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Robert Henry Brown his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee, his representatives, heirs or assigns.

And the said Robert Henry Brown

further covenant s to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee, or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

one thousand (\$1,000.00) Dollars - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of xx,xxxxxx,xxxxxx,xxxxxx their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor:

Attest:

Earl E. Manges

Robert Henry Brown (SEAL)
ROBERT HENRY BROWN

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 13th day of October

in the year nineteen Hundred and Fifty-three before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert Henry Brown, divorced,

and acknowledged the foregoing mortgage to be his

act and deed; and at the same time before me also personally appeared

Edgar S. Niece and Eleanor M. Niece, his daughter,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Morgan
Notary Public

FILED AND RECORDED OCTOBER 14th 1953 at 9:20 A.M.

This Mortgage, Made this 6th day of

September in the year nineteen hundred and fifty-three, by and between

William W. Nightingale and Alice Nightingale, his Wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William W. Nightingale and Alice Nightingale, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Nineteen Hundred (\$1900.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William W. Nightingale and Alice Nightingale, his wife,

do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground situated in Election District No. 10 in the Town of Lonaconing, Allegany County, Maryland, and lying and being on the Weaterly side of West Main Street, and being a part of Lot No. 26 in a series of lots originally laid out, in 1866, on the North side of George's Creek by The George's Creek Coal and Iron Company, and more particularly described as follows: (Magnetic courses run by vernier readings and horizontal distances being used throughout

BEGINNING for the same at apoint on the Weaterly side of West Main Street sa now defined, said point being at the intersection of two reference lines, viz; at the end of 45.96 feet on a line drawn South 20 degrees 48 minutes East from the East corner of the frame dwelling erected upon the Northerly portion of the whole lot, and at the end of 5.61 feet on a line drawn North 80 degrees 46 minutes East from the East corner of the frame dwelling erected upon the Southerly portion of the whole lot, and running thence with West Main Street (1) South 6 degrees 02 minutes West 5.12 feet; thence (2) South 26 degrees 29 minutes West 26.82 feet to a stake at or near the beginning of the given line of the whole lot and with said given line (3) North 47 degrees 04 minutes West 154.30 feet to a stake at or near the beginning of the whole lot; thence with part of the first line of the whole lot (4) North 44 degrees 47 minutes East 24.67 feet to a stake; thence lengthwise through the whole lot (5) South 46 degrees 38 minutes East 72.72 feet to a stake; thence (6) South 51 degrees 45 minutes East 70.35 feet to the beginning.

This conveyance is made subject to an easement in favor of the above described property, and also, subject to the burden of an Easement imposed on this property in favor of the adjoining property as set forth in the deed herein referred to.

It being the same property which was conveyed unto the said Mortgagora, by deed dated the ~~7th~~ September, 1953, from Henry P. B. Crosser, et al, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nineteen Hundred (\$1900.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, Jr., his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the

purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nineteen Hundred (\$1900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William W. Nightingale
William W. Nightingale

Mrs. Alice Nightingale (SEAL)
Alice Nightingale

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 6th day of September 1953, in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William W. Nightingale and Alice Nightingale, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James S. M. Loe



FILED AND RECORDED OCTOBER 14 1953 at 2:15 P.M.

MARYLAND

MORTGAGE

This Mortgage, made this 13th day of October, A.D. 1953, by and between

Douglas A. Golliday and Rose M. Golliday, his wife, of Cumberland, Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and The Liberty Trust Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being now and lawfully indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Seventy Six Hundred Fifty - - - - - Dollars (\$7650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and One-Half per centum (4½%) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company, in Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-Eight and 41/100 - - - - - Dollars (\$48.41), commencing on the first day of December 1953, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November 1973. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County - - - - - in the State of Maryland, to wit:

All that certain piece or parcel of ground situated in Cover's Addition, Bowling Green, Allegany County, Maryland, known as Lot No. 20, and being a part of the land conveyed to Ralph G. Cover by deed of Lulu L. Long, dated the 22nd day of September, 1946, and recorded in Liber No. 211, folio 29, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

LOT NO. 20: BEGINNING at the end of the first line of Lot No. 19 and running thence, North 4 degrees 38 minutes East 38.35 feet to the Southerly line of Maple Street, thence with said Southerly line, North 82 degrees 40 minutes East 102.1 feet to a 15-foot alley, thence with said alley, South 4 degrees 38 minutes West 59.55 feet, thence North 85 degrees 22 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Charles C. Bryce and wife, by deed dated the 13th day of October, 1953, and to be duly filed for record among the Land Records of Allegany County.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described such as additions thereto, shall follow the ownership hereof.

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDING, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows: 1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the debt is paid in full, and

(c) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(d) The aggregate of the amounts payable pursuant to subparagraph (c) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (ii) interest on the indebtedness secured hereby; and
- (iii) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for sixty (60) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or revision thereof.

10. Upon any sale or sales of property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty (\$50.00) dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have been met; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagor, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby is guaranteed or insured under the Government's Endowment Act, as amended, such Act and Regulations thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, successors, administrators, executors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby covered or any transferee thereof.

The covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, successors, administrators, executors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby covered or any transferee thereof.

thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

James M. Lister
James M. Lister

Douglas A. Golliday [SEAL]
Rose H. Golliday [SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY

to wit:

I HEREBY CERTIFY, That on this 13th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Douglas A. Golliday and Rose H. Golliday, his wife, the above named Mortgagors, and each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

James M. Lister
Notary Public

FILED AND RECORDED OCTOBER 15th 1953 at 1:30 P.M.

This Mortgage, Made this 13th

day of October in the year nineteen hundred and fifty-three

By and Between James R. Snider and Lorena P. Snider, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part. Witnesses:

Whereas, the said parties of the first part being a member of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Twenty-five Hundred and 00/100 dollars, on their Twenty-five (25) shares, class "A", such upon condition that a good and official mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sum of money at the time and in

the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part,

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot, tract, piece or parcel of land lying and being about five miles East of the City of Cumberland and approximately one-half mile South of Williams Road on what is known as "Pine Flat," in Election District No. 16 in Allegany County, Maryland, and on the Westerly side of a road known as the "Snyder Road," and more particularly described as follows, to-wit:

BEGINNING for the same at a stake and stone pile located on the Westerly side of the "Snyder Road," at the point of beginning in a deed from Edward L. Myers, et ux., to Robert A. Snider, et ux., dated November 9, 1948, and recorded in Deeds Liber 223, folio 148, among the Land Records of Allegany County, Maryland, and running thence with said side of said Snyder Road, South 26 degrees West 28.3 perches; thence leaving said road, North 44 degrees West 28.3 perches; thence North 26 degrees East 28.3 perches; thence South 44 degrees East 28.3 perches to the place of beginning.

BEING the same property conveyed unto the said James R. Snider, et ux., by Robert A. Snider, et ux., by a deed dated

April 18, 1952, and recorded in Liber 240, folio 20, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereto belonging or appertaining.

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows; that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Twenty-five Hundred and 00/100 at the rate of 6% per annum, in monthly payments of not less than \$25.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in November, 1953, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments lawfully levied on said property and on said

mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgage may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, by its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND. To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

Witness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test:

Miles I. Amick James R. Snider
Miles I. Amick Lorena P. Snider
JAMES R. SNIDER.
LORENA P. SNIDER.

State of Maryland,
Allegany County, to-wit:

I Hereby Certify, That on this 14th day of October,

in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared James R. Snider and Lorena P. Snider, his wife,

and they acknowledged the foregoing mortgage to be their respective act. And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgage, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.



Miles I. Amick
Notary Public.

FILED AND RECORDED OCTOBER 15th 1953 at 1:50 P.M.**This Mortgage,** Made this 13thday of October in the year nineteen hundred and ~~thirty~~ fifty-threeBy and Between Charles G. Orndoff and Catherine M. Orndoff,
his wife, -----of Allegany County, in the State of Maryland,
parties of the first part, and **THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY,** of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

Whereas, the said parties of the first part being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Eleven Hundred and 00/100 dollars, on their eleven (11) shares, class "A" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of ground situated on the Southerly side of King Street and on the Easterly side of Lafayette Avenue in Cumberland, Allegany County, Maryland, and known as Lot No. 455 in Walsh's Addition to South Cumberland, as designated upon the Plat of said Addition filed in Liber No. 43, folio 292 of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic courses as of date of original subdivision, run with various readings and bearings,

tal distances being used throughout.)

BEGINNING for the same at the intersection of the Easterly side of Lafayette Avenue with the Southerly side of King Street, and running thence with Lafayette Avenue, South 28 degrees 15 minutes West 33.75 feet to the division line between Lots Nos. 455 and 456; thence with said division line, South 61 degrees 45 minutes East 120.00 feet to an alley 16 feet wide; thence with said Alley, North 28 degrees 15 minutes East 33.75 feet to the Southerly side of King

Street, and with it, North 61 degrees 45 minutes West 120.00 feet to the beginning.

BEING the same property conveyed unto the said Charles G. Orndoff, et ux., by Leslie J. Clark, Trustee, by a deed dated January 16, 1953, and recorded in Liber 247, folio 140, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereto belonging or appertaining.

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, -----

make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their

part to be made and done, then this mortgage shall be void. And the said parties of the first part -----

herby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Eleven Hundred and 00/100 dollars with interest thereon payable

in monthly payments of not less than \$ 11.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in November, 1953,

at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagee may pay the same and charge such cost or costs against said mortgage debt as part thereof.

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Hundred and 00/100 dollars and to cause the policy or policies thereof to be so framed or endorsed, as in the case of fire, to issue to the benefit of the mortgagee or its assigns, to the extent of the or their then or then hereunder, and to place such policies, together with the proceeds thereof, from time to time, during the continuance of this mortgage, in payment of the said mortgage. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said Parties of the

first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sum of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or its successors, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND. To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said Parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

Witness the hands and seals of the said Parties of the first part hereto the day and year first hereinbefore written.

Test:

Charles G. Orndoff *Catherine M. Orndoff*
CHARLES G. ORNDOFF. CATHERINE M. ORNDOFF.

State of Maryland,
Allegany County, to-wit:

I Hereby Certify, That on this 13th day of October

in the year nineteen hundred and fifty-three before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared

Charles G. Orndoff and Catherine M. Orndoff, his wife,

and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.



Arthur H. Amick
Notary Public.

FILED AND RECORDED OCTOBER 15th 1953 at 3:00 P.M.

This Mortgage, Made this 15th day of October in the year nineteen hundred and fifty-three, by and between

Howard C. Hersh and Shirley S. Hersh, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Howard C. Hersh and Shirley S. Hersh, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred (\$1200.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Howard C. Hersh and Shirley S. Hersh, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of land known and designated as Lots Nos. 13 and 14 of Section D of the Cellulose City Addition and more particularly described as follows:

BEGINNING for the same at the point of intersection of the division line between Lots Nos. 12 and 13 with the Southerly side of Sixth Avenue, and running thence with the Southerly side of Sixth Avenue, North 82 degrees 00 minutes East 200 feet to the Northeast corner of the intersection of Seventh Avenue and Broadway where a concrete monument now stands, and thence running with the West side of Broadway, South 8 degrees 00 minutes East 200 feet to the Northeast corner of the intersection of Seventh Avenue and Broadway and thence running with the North side of Seventh Avenue, South 82 degrees 00 minutes West 200 feet to the point of intersection of the division line of Lots Nos. 12 and 13 with Seventh Avenue, and thence with said division line, North 8 degrees 00 minutes West 200 feet to the place of beginning.

It being the same property which was conveyed unto Howard C. Hersh by Bert A. Mason, et ux, by deed dated the 1st day of June, 1946, and recorded in Liber No. 209, folio 298, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred (\$1200.00) Dollars Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Howard C. Herah (SEAL)
Howard C. Herah

Shirley S. Herah (SEAL)
Shirley S. Herah

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Howard C. Herah and Shirley S. Herah, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made with in due form

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Lohr
Notary Public

FILED AND RECORDED OCTOBER 15th 1953 at 12:30 P.M.
MORTGAGE

THIS MORTGAGE made this 1st day of October 1953, by and between James R. Piper and Nellie F. Piper, his wife, each in their own right and as spouse of the other, of Allegany County, State of Maryland, parties of the first part, and Harry E. Hiatt of Hampshire County, West Virginia, party of the second part.

WITNESSETH: That whereas the said James R. Piper and Nellie F. Piper stand indebted unto the said Harry E. Hiatt in the just sum of Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2,812.50), which is to be repaid by them unto the said Harry E. Hiatt in twenty-five (25) monthly installments of One Hundred Twelve Dollars and Fifty Cents (\$112.50) each, the first installment to become due and payable on the first day of November 1953, and a like installment on the first day of each and every succeeding month thereafter until the whole of said indebtedness is fully paid, and in the event of default in the payment of any monthly installment, the entire indebtedness is to become immediately due and payable, which indebtedness is further evidenced by a negotiable promissory note; and

WHEREAS this mortgage shall also secure future advances as prescribed by Section 2 of Article 46 of the Annotated Code of Maryland, 1939 Edition as repealed and reenacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or by any future amendments thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and promises herein contained and of the sum of One (\$1.00) Dollar, cash in hand paid, receipt of which is hereby acknowledged, and the further consideration of the above mentioned sum due from us, the said James R. Piper and Nellie F. Piper, his wife, each in their own right and as spouse of the other, do hereby give, grant, bargain, sell, convey release and confirm unto the said Harry E. Hiatt, his heirs and assigns in fee simple, all the following property, to wit:

FIRST: All those certain lots or parcels of land situate in Allegany County, State of Maryland, containing 54 1/2 acres, more or less on the Wilson Road, Warrior Mountain, the first 27 7/8 acres of land more or less called "Wookwa" which was conveyed unto Ezekiel Piper heirs by deed of Samuel Appold et al dated the 29th day of May, 1890 and recorded in Liber 66 folio 78 one of the Land Records of Allegany County, Maryland; also 30 acres of land more or less near Oldtown, being part of the land called "Lies Kiln Hollow" and part of land called "Wookwa" conveyed, first part conveyed to Ezekiel Piper by deed of William H. Cole, Trustee dated the 19th day of May, 1904, and

recorded in Liber 94 folio 403, one of the Land Records of Allegany County, Maryland.

Excepting 3 1/3 acres of the 30 1/2 acres from William H. Cole, Trustee, conveyed to M. J. Piper and Ella Piper, his wife, by deed of Ezekiel Piper et ux dated the 24th day of June, 1922, and recorded in Liber 140 folio 447, one of the Land Records of Allegany County, Maryland, to which deed reference is here made for all proper and pertinent reasons and for a fuller and more complete description of said real estate.

SECOND: All that certain tract of land situate in Oldtown District, Allegany County, Maryland, being a part of the tract called "Lime Kiln Hollow," which is particularly described as follows:

"Beginning at a white oak standing at or near the end of the third line at or near the fence known as the Orchard fence, and running with the lines thereof North 14 degrees West 30 perches, thence North 32 degrees West 33 perches, then North 54 degrees West 50 perches, then North 46 degrees East 29 1/2 perches, then North 9 degrees East 31 perches, then North 26 1/2 degrees East 32 perches to a bounded Chestnut Oak Tree, then South 47 1/2 degrees East 22 perches to a bounded White Oak tree, then South 9 degrees East 41 perches, the South 36 1/2 degrees East 21 perches, then South 27 degrees East 34 perches, then South 10 1/2 degrees East 22 perches, then South 24 degrees East 14 perches to two pines marked with six notches each, then West 53 perches to the beginning. Excepting, however, of the aforesaid parcel of land called "Lime Kiln Hollow" a quantity of 12 3/4 acres of land which was conveyed by Ruth Piper and M. J. Piper, her husband, to the heirs of John Piper by deed dated January 7, 1878, and recorded in Liber 52, Folio 645, one of the Land Records of Allegany County, Maryland, to which last mentioned deed reference is hereby made for the metes, bounds, courses and distances of the said 12 3/4 acres of the land so reserved."

Being all the same real estate conveyed unto James Raymond Piper and Nellie Frances Piper by deed of John M. Robb, Milton Gerson and F. Brooke Whiting, dated 28 September, 1951, and recorded in Liber 235, Folio 463 of the Land Records of Allegany County, Maryland, to which deed reference is also made for all proper and pertinent reasons and for a fuller and more complete description of the real estate herein conveyed.

TO HAVE AND TO HOLD said real estate above described, together with the buildings and improvements thereon, rights, roads, ways, waters, easements and appurtenances thereunto belonging or in anywise appertaining.

Provided that if the said James R. Piper and Nellie F. Piper, their executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of \$2,812.50 and each installment thereof in the sum of \$112.50 when and as each of them shall be respectively due and payable, the first installment in said sum being due and payable on the first day of November, 1953, and a like installment on the first day of each and every succeeding month thereafter, and in the event of default in any installment, the entire principal is to become immediately due and payable as hereinabove set forth, and shall perform each and all of the covenants herein contained, then this mortgage shall be void and duly released.

In the case of any default being made in the payment of the aforesaid mortgage debt in whole or in part at the time or times mentioned for the payment of the same as aforesaid, or in the case of any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby intended to be secured shall be deemed due and payable and sale of said mortgaged property may be made by the Trustee or Trustees named in such decree as may be passed for the sale of said property or upon such default as aforesaid a sale may be made by the party of the second part, his executors, administrators, or assigns, as may be provided under any general or local law of the State of Maryland relating to mortgages. Upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; second, to the payment and extinguishment of the indebtedness and claim of the party of the second part, Harry E. Hiett, his executors, administrators, or assigns hereunder.

whether the same shall have then matured or not; and, third, the balance, if any, to the said parties of the first part, their administrators or assigns.

It is agreed that until default is made in the premises, the said parties of the first part shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, mortgage debt, charges and assessments, the said parties of the first part covenant to pay, and the said parties of the first part further covenant to insure and keep insured pending the existence of this mortgage, the buildings and improvements on the hereby mortgaged property to the amount of at least Three Thousand Three Hundred (\$3,300.00) Dollars and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire or loss from insurable hazards to inure to the benefit of the said Harry E. Hiett, his executors, administrators or assigns, to the extent of the \$2,812.50 lien or claim hereunder.

1953
WITNESS our hands and seals this 12th day of October,

James R. Piper (SEAL)
Nellie F. Piper (SEAL)
Harry E. Hiett (SEAL)

MARYLAND
STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE, TO WIT:

I hereby certify that on this 12th day of October, 1953, before me the subscriber, a Notary Public of the State of West Virginia, in and for said County of Hampshire, personally appeared James R. Piper and Nellie F. Piper, his wife, and acknowledged the foregoing mortgage to be their act and deed and at the same time also personally appeared before me Harry E. Hiett, the mortgagee named in the foregoing mortgage and made oath in due form of law that he is the mortgagee and that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial seal this 12th day of October, 1953.

Robert R. Brady

My commission expires May 2, 1955

STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE, TO WIT:

I, *M. B. McShane*, a Notary Public within and for the county and state aforesaid, do hereby certify that James R. Piper and Nellie F. Piper, his wife, mortgagee, and Harry E. Hiett, mortgagee, whose names are signed to the foregoing and annexed writing, bearing date of the 12th day of October, 1953, have each this day acknowledged the same before me in said county.

Given under my hand this 15th day of October, 1953.

My commissions expires 3-3-60

M. B. McShane
Notary Public

FILED AND RECORDED OCTOBER 15th 1953 at 12:25 P.M.
PURCHASE MONEY

This Mortgage, Made this 13th day of OCTOBER in the
year Nineteen Hundred and fifty-three by and between
Leo E. P. Lay and Helen T. Lay, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Seven Hundred 00/100 - - - (\$6,700.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-four 22/100 - - - (\$44.22) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground known as Lots Nos. 61 and 62 and a part of Lot No. 63 as shown on the Plat of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Box No. 106 in the office of the Clerk of the Court for Allegany County, Maryland, and which said lots or parcels of ground are more particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of Piedmont Avenue at a point distant South 25 degrees 42 minutes West 240 feet from the intersection of the Westerly side of Piedmont Avenue with the Southerly side of Edgewood Drive, said point of beginning being also the end of the first line in the deed from the parties of the first part herein to Joseph F. Reissig and Emily M. Reissig, his wife, dated March 26, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 248, folio 569, and running then with the Westerly side of Piedmont Avenue North 25 degrees 42 minutes East 100 feet to the end of the first line in the deed from the parties of the first part herein to Marie A. Richmond, dated August 17, 1953, and recorded among the aforesaid Land Records in Liber No. 253, folio 35, thence with the second line of said Richmond deed North 64 degrees 18 minutes West 234 feet, more or

less, to a point on the Westerly boundary line of Edgewood Park Addition as shown on the aforesaid Plat; thence with the said Westerly boundary line South 80 degrees 55 minutes West 104 feet, more or less, to the end of the second line in the aforesaid deed from the parties of the first part herein to Joseph F. Reissig and Emily M. Reissig, his wife; thence with the second line of said Reissig deed reversed South 64 degrees 18 minutes East 203 feet, more or less, to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of William P. Roeder and Anna M. Roeder, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leggs, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to

the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Seven Hundred 00/100 - - - (\$6,700.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all government levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Leo E. P. Law (SEAL)
Leo E. P. Law
Helen T. Law (SEAL)
Helen T. Law

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13TH day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Leo E. P. Law and Helen T. Law, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagors and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagors.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED OCTOBER 15th 1953 at 12:25 P.M.

This Mortgage, Made this 13TH day of OCTOBER In the
year Nineteen Hundred and fifty-three by and between
Malvin Brahm and Josephine M. Brahm, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Three Hundred 00/100 - - - (\$1300.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-one 55/100 - - - (\$21.55) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land in Cumberland, Allegany County, Maryland, fronting 50 3/4 feet on Cedar Street, and known as Lot No. 12 of the subdivision of Lot No. 28 of Mary Ann O'Neal's Estate, a description of which subdivision is recorded in Liber No. 87, folio 50 of the Land Records of Allegany County, said lot being more particularly described as follows, to-wit:

BEGINNING for the same on the West side of Cedar Street, at the end of the first line of Lot No. 11 in said addition and running then with the West side of said Street North 28 degrees 30 minutes East 50.75 feet to its intersection with the South side of Scott Street; then with the South side of Scott Street and at right angles to West Street, North 71 degrees 20 minutes West 121.67 feet to its intersection with the east side of West Street; then with said West Street, South 18 degrees 40 minutes West 50 feet to the end of the second line of said Lot No. 11; and with that line reversed, South 71 degrees 20 minutes East 113 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Louis A. Kaboskey and Elizabeth Kaboskey,

his wife, dated the 4th day of August, 1948 and recorded in Liber No. 221, folio 582 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk; and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Three Hundred 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all law-

fully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Melvin Brehm (SEAL)
Melvin Brehm

Josephine M. Brehm (SEAL)
Josephine M. Brehm

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of OCTOBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Melvin Brehm and Josephine M. Brehm, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 12th 1953 at 8:50 A.M.
This Mortgage. Made this 14th day of October
 in the year Nineteen Hundred and Fifty-three, by and between

RUSSELL R. CLITES and ZETTA MAE CLITES, his wife,

of Allegany County, in the State of Maryland,
 part 1st of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland,
 part 2nd of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3000.00) this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, which is to be repaid in monthly installments of Thirty Dollars (\$30.00) each, and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part 1st of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part 2nd of the second part his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land lying North of the Baltimore Pike, west of Gilpintown, in Election District No. 3 of Allegany County, Maryland, which said lands are more particularly described as follows, to-wit:

BEGINNING at an iron stake driven by a post standing on the berm of the Baltimore Pike and distant 8.8 feet from post at southeast corner of the James Grant Bible lot; thence with the lines of said lot as defined by a fence, by magnetic meridian as of May, 1948, and horizontal measurements: (1) North 19 degrees 34 minutes East 210.2 feet to an iron stake by a post; (2) North 27 degrees 08 minutes East 422.8 feet to an iron stake by a pine tree, a corner to lot recently conveyed to Paul Forsythe; thence with said lot, (3) North 34 degrees 39 minutes East 284.1 feet to an iron stake, at the northeast corner of said lot; thence through the original lot, (4) South 63 degrees 08 minutes East 100 feet with a wire fence to an iron stake; thence leaving the fence, (5) South 28 degrees 58 minutes West 912.5 feet to an iron pin on the berm of the Baltimore Pike; thence with the northern limit of said Pike as defined by the berm; (6) North 60 degrees 12 minutes West 100 feet to the beginning, containing 2.56 acres, more or less.

IT being the same property which was conveyed by Richard A. Norris, et ux, to Russell R. Clites and wife, by deed dated June 4, 1948, and recorded in Deeds Liber 221, folio 412, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said part 1st of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part 2nd of the second part his heirs, executor, administrator or assigns, the aforesaid sum of _____

--- THREE THOUSAND DOLLARS (\$3,000.00) --- together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part 1st of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 1st of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part 2nd of the second part his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 1st of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 2nd of the second part his representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 --- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness:

W. P. Cresswell
W. P. Cresswell

Russell R. Clites [Seal]
 RUSSELL R. CLITES

Zetta Mae Clites [Seal]
 ZETTA MAE CLITES

[Seal]

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14th day of October,
in the year nineteen hundred and Fifty-three, before me, the subscriber—
a Notary Public of the State of Maryland, in and for said County, personally appeared
Russell R. Clitee and Zetta Mae Clitee, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
Irving Milleneon
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Russell R. Clitee
Notary Public

FILED AND RECORDED OCTOBER 16th 1953 at 3:45 P.M.

This Mortgage, Made this 15th day of
October in the year nineteen hundred and fifty-three, by and between

Elsie E. Haan and Daniel Haan, her husband,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the females as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Elsie E. Haan and Daniel Haan, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Three Thousand (\$3,000.00) ————— Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of six (6%) per annum per annum, payable quarterly as it accrues,

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Elsie E. Haan and Daniel Haan, her husband,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those pieces or parcels of ground known as Lots Numbers One
Hundred Twenty-Five (125) and One Hundred Twenty-Six (126), Section
A, located and situated in the development known as the Triple Lakes
Development Company, which development is located on the McMullen
Highway about one mile West of the Village of Cresaptown, Allegany
County, Maryland; a plat of said development being recorded among the
Land Records of Allegany County, Maryland in Plat Box 107; particular
reference to which said plat is hereby made for a more particular
description thereof.

ALSO: All of those lots or parcels of ground situated near the
Village of Pinto in Allegany County, State of Maryland, which are
known and designated as Lots Numbers 127 and 128 on the Plat of Sec-
tion A, Triple Lakes Town Site which said Map is filed among the Land
Records of Allegany County in Plat Box 107. Special reference is
hereby made to the aforesaid Plat for a full and complete description
of said Lots Numbers 127 and 128 which are the lots hereby conveyed.

ALSO: All those lots or parcels of ground situated near the
Village of Pinto in Allegany County, State of Maryland, being known
and designated as Lots Nos. 123 and 124 as shown on the Plat known as
Section A, Triple Lakes Town Site which Plat is filed among the Land
Records of Allegany County in Plat Box 107, to which said Plat,
special reference is made for a full and detailed description of the
aforesaid lots. The aforesaid lots herein conveyed each front 26

feet on the westerly side of First Avenue as shown on said Plat.

It being the same property which was conveyed unto the said Mort-
gagors by George R. Hughes, Trustee, by deed dated the day of
October, 1953, and to be filed for record among the Land Records of
Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Three Thousand (\$3,000.00) — — — Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost
of any repair, alterations or improvements to the mortgaged property as
provided by Chapter 923 of the Laws of Maryland passed at the January
session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt and interest hereby intended to
be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
and all public charges and assessments when legally demandable; and it is further agreed that in
case of default in said mortgage the rents and profits of said property are hereby assigned to the
mortgagee as additional security, and the mortgagor also consents to the immediate appointment
of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Elsie E. Haan (SEAL)
Elsie E. Haan

Daniel Haan (SEAL)
Daniel Haan

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of October in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Elsie E. Haan and Daniel Haan, her husband and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Geo. A. Siebert
Notary Public

FILED AND RECORDED OCTOBER 16th 1953 at 1:00 P.M.

This Mortgage. Made this 15th day of October

in the year Nineteen Hundred and Fifty-three, by and between

CHARLES WAINGOLD and ANNA WAINGOLD, his wife

of Allegany County, in the State of Maryland

parties of the first part, and

PAUL N. HARRIS

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The said parties of the first part stand indebted unto the said party of the second part in the just and full sum of Three Thousand Dollars, (\$3000.00), as evidenced by their joint and several promissory note of even date herewith for said sum of money, payable to the order of Paul N. Harris one year after date with interest from date at the rate of six percentum (6%) per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground situated on the Westerly side of North Mechanic Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

First: BEGINNING for the same on the Westerly side of North Mechanic Street at the end of 160.2 feet measured in a Northerly direction along the Westerly side of North Mechanic Street from its intersection with the Northerly side of Bedford Street as now marked by the edge of the stone foundation coping of the brick building at the Northwesterly corner of said North Mechanic and Bedford Streets and running thence with the Westerly side of North Mechanic Street, North 20 degrees 26 minutes West 44.9 feet, then at right angles to said Street, South 69 degrees 34 minutes West 115 feet to the middle of Willis Creek, then down and with the center thereof, South 20 degrees 26 minutes East 46.07 feet to intersect a line drawn South 68 degrees 59 minutes West from the beginning, then reversing said intersecting

line, North 68 degrees 59 minutes East 115 feet to the place of beginning. It being the same property which was conveyed to Charles Waingold and Anna Waingold, his wife by deed dated December 30th, 1946, and recorded among the Land Records of Allegany County in Liber No. 213 folio 48, reference to which said deed is hereby made.

Second: BEGINNING at an iron bar planted on the Westerly side of North Mechanic Street at the beginning of the whole lot conveyed to Howard Buchanan by Louis Neubiser and wife by deed dated January 5, 1911, and recorded in Liber No. 107, folio 250, of the Land Records of Allegany County, and running thence with the Westerly side of North Mechanic Street, North twenty (20) degrees and twenty-eight (28) minutes West thirty (30) feet; then in a southwesterly direction sixty-six (66) feet to a point distant North twenty (20) degrees and twenty-eight (28) minutes West twenty-seven (27) feet from the fifth line of the whole lot as conveyed to the said Buchanan by the said Neubiser and wife, by the deed aforesaid; then continuing the second line heretofore in the same direction, forty-nine (49) feet or until it intersects the fourth line of said whole lot, and with part of said fourth line, South twenty (20) degrees and twenty-eight (28) minutes East about twenty-four and one-half (24-1/2) feet to the end thereof; then with the fifth line of said whole lot, North sixty-nine (69) degrees and thirty-two (32) minutes East one hundred

fifteen (15) feet to the beginning.

It being the same property conveyed unto Charles Waingold and Anna Waingold his wife, by Paul N. Harris by deed dated the 25th day of August, 1950, and recorded in Liber No. 230, folio 457, one of the Land Records of Allegany County.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of

Three Thousand Dollars (\$3000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee & their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Maurice J. Kaplan

Maurice J. Kaplan

Charles Waingold [SEAL]

Anna Waingold [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of October

in the year Nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles Waingold and Anna Waingold his wife

and each acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Paul N. Harris

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESSE my hand and Notarial Seal the day and year aforesaid.

Maurice J. Kaplan
Notary Public.

FILED AND RECORDED OCTOBER 16th 1953 at 10:20 A.M.
Purchase Money

This Mortgage, Made this twelfth day of October-----
in the year Nineteen Hundred and Fifty-three-----, by and between

Thirman G. Kitmiller and Estella P. Kitmiller, husband and wife-----

of Barton, Allegany-----County, in the State of Maryland-----

parties of the first part, and The First National Bank of Barton, Maryland a corporation organized under the national banking laws of The United States of America.

of Barton, Allegany----- County, in the State of Maryland.

part of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the parties of the second part in the full and just sum of one thousand dollars (\$ 1000.00) for money lent, and being part of the purchase price of the hereby mortgaged property, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest in said sum of one thousand dollars to the order of the said party of the second part at The First National Bank of Barton, Maryland. And Whereas, it was agreed between the parties hereto that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

and assigns, the following property, to-wit:

That certain lot of ground in Barton, Allegany County, State of Maryland, part of a tract called "Shawborough" lying on the South side of Bartlett's Run, and being the same lot of ground that was conveyed unto Thurman G. Kitzmiller and Estella P. Kitzmiller, his wife, by deed from Betty A. Fox Gowane and husband, dated the 12th of October, 1953, which deed is to be recorded among the land records of Allegany County, Maryland at the same time as this purchase money mortgage and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs or

administrators or assigns, do and shall pay to the said

party of the second part, its successors or

assigns, the aforesaid sum of One thousand dollars----- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of

the first part, their heirs or assigns-----

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second

part, its successors or assigns-----

or Horace P. Whitworth, its----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part

their----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or ----- assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors,----- heirs or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Thurman G. Kitzmiller [SEAL]

Estella P. Kitzmiller [SEAL]

Estella P. Kitzmiller [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this twelfth----- day of October-----

in the year nineteen Hundred and Fifty three-----, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Thurman G. Kitzmiller and Estella P. Kitzmiller, his wife, and did acknowledge the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared K. R. Malcolm

Vice-President of The First National Bank of Barton, Md.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

J. Joseph H. [Signature]

FILED AND RECORDED OCTOBER 16th 1953 at 2:00 P.M.

This instrument has been
executed in // counter-
parts, of which this is
No. 3 .

THE POTOMAC EDISON COMPANY

TO

CHEMICAL BANK & TRUST COMPANY
as Trustee

FILED FOR RECORD

OCT 16 1953

M. J. O'CONNOR, M.

and same day Recorded in Liber

No. Folio

one of the

Liber Records of Allegany County,

Maryland, and countersigned by

[Signature] Clerk

TWENTIETH SUPPLEMENTAL INDENTURE

DATED AS OF SEPTEMBER 29, 1953

TWENTIETH SUPPLEMENTAL INDENTURE, dated as of the 29th day

of September, One thousand nine hundred and fifty-three, made by and between THE POTOMAC EDISON COMPANY, a corporation organized and existing under the laws of the State of Maryland (hereinafter called the "Company"), party of the first part, and CHEMICAL BANK & TRUST COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), as Trustee under the Indenture dated as of October 1, 1944, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of October 1, 1944 (hereinafter called the "Original Indenture"), conveying, assigning and pledging to the Trustee all of the property, franchises and income of the Company therein described, whether then owned or thereafter acquired, upon the terms and trusts therein set forth, for the purpose of securing the payment of the principal of and interest (and premium, if any) on all bonds at any time issued and outstanding thereunder; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture, has heretofore executed and delivered to the Trustee its First Supplemental Indenture, dated as of October 1, 1944, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$16,981,000, designated as "First Mortgage and Collateral Trust Bonds, 3% Series Due 1974", its Eighth Supplemental Indenture, dated as of January 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$4,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/8% Series Due 1978", its Eleventh Supplemental Indenture, dated as of December 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$5,500,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/4% Series Due 1977", and its Fifteenth Supplemental Indenture, dated as of April 1, 1951, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$10,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-3/8% Series Due 1981"; and

WHEREAS, the Company covenants in Section 11 of Article IV of the Original Indenture that it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, especially to make subject to the lien thereof any property agreed to be subjected thereto, or intended so to be; and

WHEREAS, to comply with the covenant aforesaid, the Company has heretofore executed and delivered to the Trustee its Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Nineteenth Supplemental Indentures, all inclusive; and

WHEREAS, in addition to the property described in the Original Indenture and the Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Nineteenth Supplemental Indentures, all inclusive, the Company has acquired certain property hereinafter described, all of which upon the acquisition thereof by the Company became subject to the provisions and trusts of the Original Indenture and which the Company now desires specifically to convey to the Trustee pursuant to Section 11 of Article IV of the Original Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That The Potomac Edison Company, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, pledge, set over and confirm unto the Trustee, and its successors and assigns forever, all and singular the following described property - that is to say:

I

(1) Thurmont - Catootin Substation Lot

Parcel of land conveyed to The Potomac Edison Company by Olive K. Stambaugh and Milton C. Stambaugh, her husband, by deed dated November 8, 1952, and recorded in Liber No. 510, folio 22, one of the Land Records of Frederick County, Maryland.

(2) Hagerstown - Lot Opposite Fairchild Plant #2

Parcel of land conveyed to The Potomac Edison Company by Walter F. Moyer and A. Virginia Moyer, his wife, by deed dated February 27, 1953, and recorded in Liber No. 274, folio 106, one of the Land Records of Washington County, Maryland.

(3) Frederick - Railway Land

Parcel of land conveyed to The Potomac Edison Company by The Frederick Brick Works of Frederick County, by deed dated May 4, 1953, and recorded in Liber No. 516, folio 403, one of the Land Records of Frederick County, Maryland.

(4) Flintstone - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by Elaine C. Robinette and Winifred Grace Robinette, his wife, by deed dated June 4, 1953, and recorded in Liber No. 250, folio 495, one of the Land Records of Allegany County, Maryland, and to which there is a confirmatory deed dated August 6, 1953, recorded in Liber No. 252, folio 360, one of the Land Records of Allegany County, Maryland.

(5) Troutville - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by George E. Mullinix and Leah E. Mullinix, his wife, by deed dated June 11, 1953, and recorded in Liber No. 518, folio 146, one of the Land Records of Frederick County, Maryland.

II

All other property, real, personal and mixed, acquired by the Company subsequent to the execution and delivery of the Original Indenture and now owned by the Company (except property of the character excepted from the lien and operation of the Original Indenture or any indenture supplemental thereto).

TO HAVE AND TO HOLD all said property, franchises and income, conveyed, assigned and pledged by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued under the Original Indenture, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

The Trustee hereby accepts the additional property hereby conveyed upon the terms and trusts set forth in the Original Indenture.

This Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts so executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, said The Potomac Edison Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, and said Chemical Bank & Trust Company, as Trustee as aforesaid, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, all as of the 29th day of September, one thousand nine hundred and fifty-three.



THE POTOMAC EDISON COMPANY

By [Signature]
(R. Paul Smith) President

[Signature]
(Paul S. Michael) Secretary

Signed, sealed and delivered
by THE POTOMAC EDISON COMPANY
in the presence of:

[Signature]
(A. Robert Moss)

[Signature]
(L. Clinton Rhodes)

As Witnesses



CHEMICAL BANK & TRUST COMPANY,
as Trustee as aforesaid

By [Signature]
WILLIAM D. CARR Vice-President

E. J. MOHN Assistant Secretary

Signed, sealed and delivered
by CHEMICAL BANK & TRUST COMPANY
in the presence of:

[Signature] R. G. PINTARD

[Signature] L. CAREW

As Witnesses

STATE OF MARYLAND }
COUNTY OF FREDERICK } ss.:

I HEREBY CERTIFY, that on this 29th day of September in
the year 1953, before me, the subscriber, a notary public of the
State of Maryland, in and for the County of Frederick, personally
appeared R. PAUL SMITH, President of The Potomac Edison Company,
and acknowledged the foregoing instrument to be the act and deed
of The Potomac Edison Company.

IN WITNESS WHEREOF, I have hereunto set my hand and
notarial seal the day and year last above written.



[Signature]
(Eugene Sanders)
Notary Public

My Commission Expires May 2, 1955

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I HEREBY CERTIFY, that on this 8th day of October in the year 1953, before me, the subscriber, a notary public of the State of New York, in and for the County of New York, personally appeared WILLIAM D. CAHN a Vice-President of Chemical Bank & Trust Company, and acknowledged the foregoing instrument to be the act and deed of said Chemical Bank & Trust Company, as Trustee, as therein set forth, and at the same time made oath in due form of law that the consideration in the foregoing instrument is true and bona fide as therein set forth and also that he is a Vice-President and agent of Chemical Bank & Trust Company and duly authorized to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

James M. Doyle
Notary Public

JAMES M. DOYLE
Notary Public, State of New York
No. 31-1019725
Qualified in New York County
Certs. filed with N. Y. Co. Clerk and Reg'r. Off.
Commission Expires March 30, 1955

(NOTARIAL SEAL)



FILED AND RECORDED OCTOBER 19th 1953 at 12:10 P.M.

This Mortgage, Made this 14th day of OCTOBER in the year Nineteen Hundred and fifty-three by and between
Charles R. Keyser and LaVerne M. Keyser, his wife

of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Two Hundred Thirty 00/100 - - - (\$3,230.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-nine 88/100 - - - (\$29.88) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated in the City of Cumberland, in Allegany County, Maryland, which are known and designated as Lots Numbers 48 and 49 as shown on the plat of Dilfer Farms Addition to the City of Cumberland, which plat is filed among the Land Records of Allegany County, Maryland, in plat case box 16, to which said plat special reference is hereby made. The said Lots Numbers 48 and 49 being particularly described as a whole as follows, to-wit:

BEGINNING for the same on the northerly side of Trost Avenue at a point distant North 54 degrees 13 minutes West 120 feet from the intersection of the northerly side of Trost Avenue with the westerly side of Holland Street, and running then with Trost Avenue, North 54 degrees 13 minutes West 80 feet; then North 35 degrees 47 minutes East 100 feet; then South 54 degrees 13 minutes East 80 feet; then South 35 degrees 47 minutes West 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of George W. Legge, Trustee, dated the 1st day of April, 1942, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 193, folio 125.



"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred Thirty 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Charles R. Keyser (SEAL)
Charles R. Keyser

LaVern M. Keyser (SEAL)
LaVern M. Keyser

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 16th day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles R. Keyser and LaVern M. Keyser, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 19th 1953 at 12:15 P.M.

This Mortgage, Made this 16th day of OCTOBER in the year Nineteen Hundred and fifty - three by and between

Paul H. Ritter and Mary A. Ritter, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Fifty 00/100 - - - (\$1050.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Nineteen 82/100 - - - (\$19.82) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land known as Lots Nos. 30 and 31 of Dilfer Farms Addition to Cumberland, Maryland, as shown on the map of said Addition recorded in Map Case Box No. 166, in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a point 160 feet from the Northeast intersection of Holland Street and Roeth Avenue, and running with the North side of Roeth Avenue North 54 degrees 13 minutes West 80 feet, then North 35 degrees 47 minutes East 110 feet, then South 54 degrees 13 minutes East 80 feet, then at right angles, South 35 degrees 47 minutes West 110 feet to the beginning, which is the Northwest corner of Lot No. 29 heretofore conveyed to Paul H. Ritter and Mary A. Ritter, his wife.

BEING the same property which was conveyed unto the parties of the first part by deed of Charles A. Roeder and Anna Johannah Roeder, his wife, dated the 24th day of October, 1945 and recorded in Liber No. 208, folio 473 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Fifty 00/100 - - - (\$1050.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Paul H. Ritter

[SEAL]

Mary A. Ritter

[SEAL]

Mary A. Ritter

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 16th day of OCTOBER

in the year nineteen Hundred and Fifty -three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul H. Ritter and Mary A. Ritter, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 20th 1953 at 10:00 A.M.

THIS PURCHASE MONEY MORTGAGE, made this 19th day

of October, 1953, by and between THE ALLEGANY INSTRUMENT COMPANY, INC., a corporation duly existing under the laws of the State of Maryland, party of the first part, and WILLIAM L. SHERMAN and CAMILLE J. SHERMAN, his wife, of Allegany County, Maryland, parties of the second part, WITNESSETH:

WHEREAS, the party of the first part is indebted unto the parties of the second part in the full and just sum of Nineteen Thousand Dollars (\$19,000.00), for money this day loaned the party of the first part by the parties of the second part as part of the purchase price, and which said principal sum of Nineteen Thousand Dollars (\$19,000.00), together with interest at the rate of Four Per Centum (4%) Per Annum, the party of the first part agrees to repay within ten (10) years in payments of not less than Two Hundred Dollars (\$200.00) per month, said payments to apply first to interest and the balance to principal. The first of said payments to be due one month from the date hereof and to continue monthly until the full amount of principal and interest is paid.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground known as Lot No. 15 in the Bannockburn Addition to the City of Cumberland, Allegany County, Maryland, fronting thirty-five feet on Oldtown Road and more particularly described as follows:

BEGINNING for the same on the North side of Oldtown Road at the intersection of the North side of said Oldtown Road with the East side of New Hampshire Avenue, and running thence with said Oldtown Road, South 47 degrees 30 minutes East, 35 feet; thence North 42 degrees 30 minutes East, 100 feet to Dorsey Alley; thence with the South side of said Alley, North 47 degrees 30 minutes West, 60.8 feet to the intersection of the South side of said Alley with the East

side of New Hampshire Avenue; thence with the east side of said New Hampshire Avenue, South 28 degrees 18 minutes West, 103.1 feet to the place of beginning. Excepting, however, from the above description, all that part of said lot which was conveyed by Frank J. Lueck, et ux., to the Mayor and City Council of Cumberland, by deed dated December 21, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, Folio 529, for the purpose of widening Old-town Road.

IT BEING the same property which was conveyed unto the party of the first part by the parties of the second part by deed of even date herewith, and recorded among the Land Records of Allegany County, Maryland, immediately preceding this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors and assigns, does and shall pay to the said parties of the second part, their heirs and assigns, the aforesaid sum of Nineteen Thousand Dollars (\$19,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs and assigns, or James Alfred Avirett, their duly constituted attorney or agent, are

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors and assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors and assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Nineteen Thousand Dollars (\$19,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, The Allegany Instrument Company, Inc. has caused this instrument to be executed on its behalf by its President, with corporate seal attached, duly attested by its Secretary.

THE ALLEGANY INSTRUMENT COMPANY, INC.

By Harry Stern
Harry Stern, President



Attest:

Paul A. Williams
Secretary

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side of New Hampshire Avenue; thence with the east side of said New Hampshire Avenue, South 28 degrees 18 minutes West, 103.1 feet to the place of beginning. Excepting, however, from the above description, all that part of said lot which was conveyed by Frank J. Lueck, et ux., to the Mayor and City Council of Cumberland, by deed dated December 21, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, Folio 529, for the purpose of widening Old-town Road.

IT BEING the same property which was conveyed unto the party of the first part by the parties of the second part by deed of even date herewith, and recorded among the Land Records of Allegany County, Maryland, immediately preceding this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors and assigns, does and shall pay to the said parties of the second part, their heirs and assigns, the aforesaid sum of Nineteen Thousand Dollars (\$19,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs and assigns, or James Alfred Avirett, their duly constituted attorney or agent, are

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors and assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors and assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Nineteen Thousand Dollars (\$19,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, The Allegany Instrument Company, Inc. has caused this instrument to be executed on its behalf by its President, with corporate seal attached, duly attested by its Secretary.

THE ALLEGANY INSTRUMENT COMPANY, INC.

By Harry Stern
Harry Stern, President



Attest:
Paul A. Robinson
Secretary

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 19th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared HARRY STERN, President of THE ALLEGANY INSTRUMENT COMPANY, INC., and acknowledged the foregoing mortgage to be the act and deed of said corporation, and that he is duly authorized to make this acknowledgment; and at the same time also personally appeared WILLIAM L. SHERMAN, one of the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year
aforesaid.

Chas. E. Shaw
Notary Public

October 19, 1953

For value received the undersigned hereby assign the within and foregoing mortgage unto the Second National Bank of Cumberland, Maryland.
Witness our hand in seals this nineteenth day of October 1953.

Harry Stern

William L. Sherman (SEAL)
William L. Sherman
Charles J. Sherman (SEAL)
Charles J. Sherman

FILED AND RECORDED OCTOBER 20th 1953 at 10:30 A.M.

This Mortgage, made this 19th day of October, in the

year Nineteen Hundred and fifty-three, by and between Charles F. Owens, unmarried, and Baland Corporation, a corporation of the State of Delaware, having its principal place of business in Allegany County, Maryland,

hereinafter called Mortgagee, which expression shall include his or its heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1st of the first part and Cumberland Savings Bank of Cumberland, Maryland, a corporation, and The Liberty Trust Company of Cumberland, Maryland, a corporation,

hereinafter called Mortgagee, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1st of the second part, witnesseth:

WHEREAS, the said Mortgagees stand indebted unto Cumberland Savings Bank of Cumberland, Maryland, in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, and The Liberty Trust Company of Cumberland, Maryland, in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, comprising a total indebtedness of Thirty Thousand (\$30,000.00) Dollars, payable one year after date, with interest at the rate of Five per centum (5%) per annum, payable monthly, the first of said monthly payments of interest to be made one month from the date of these presents, and each month thereafter until this mortgage indebtedness has been paid in full. It is understood and agreed by and between the parties hereto that the parties of the first part shall amortize the within mortgage in payments on principal of not less than Five Hundred (\$500.00) Dollars, per month plus interest as aforesaid, which said monthly payment shall be made on or before the 14th day of each of the months of June, July, August, September, October and November of each year, the first of said payments on principal to be made on or before the 14th day of June, 1954, and in each of the designated months thereafter on the 14th day of each of the said months from year to year until the full mortgage indebtedness, together with the interest thereon, shall have been paid in full. Cumberland Savings Bank of Cumberland, Maryland, and The Liberty Trust Company of Cumberland, Maryland, shall each participate in this mortgage equally, and shall each be entitled to receive one-half of the interest and principal payments when the same are made, all as evidenced by two promissory notes, one payable to Cumberland Savings Bank of Cumberland, Maryland, for the amount of Fifteen Thousand (\$15,000.00) Dollars, and the other payable to The Liberty Trust Company of Cumberland, Maryland, for Fifteen Thousand (\$15,000.00) Dollars, both with interest as above set forth.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagees do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All of that lot or parcel of ground known as Lot No. 9 of Hobrock's Addition to Cumberland, Maryland, situated, lying and being on the West side of Virginia Avenue, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a point on the West side of Virginia Avenue distant 384 feet Southwesterly from the end of the third line of the lot of ground conveyed to Adam Hobrock by Christopher Hoffman by deed dated February 4, 1852, and recorded in Liber No. 8, folio 281, of the Land Records of Allegany County, and running thence South 17 degrees West 48 feet; thence North 75 degrees West 139 feet; thence North 17 degrees East 48 feet; thence by a straight line 139 feet to the place of beginning.

It being the same property which was conveyed unto the said Charles F. Owens, unmarried, by Paul C. Owens and wife, by deed dated the 12th day of August, 1953, and recorded in Liber No. 252, folio 453, one of the Land Records of Allegany County.

ALSO: All that tract or parcel of ground lying and being in Election District No. 29, on the Easterly side of the Winchester Road, in Allegany County, Maryland, and described as follows:

BEGINNING at a stake on the Easterly margin of the Winchester Road at the Northwest corner of the parcel of ground conveyed by Alfred W. Fritz, et ux, to Lawrence A. Rizer by deed dated the 22nd day of March, 1948, and recorded in Liber No. 220, folio 694, of the Land Records of Allegany County, Maryland, and running thence with the Easterly margin

of the said Winchester Road, North 426 feet, and continuing with said side of said road, North 4-3/4 degrees East 189 feet to a stake; thence leaving said road and by a new division line, South 86 degrees East 482.5 feet to a point in center of a branch of Warrior Run; thence by said center line, the following eight meandering courses: South 9 1/2 degrees East 85.7 feet, South 42 degrees East 65 feet, South 5 degrees East 126.5 feet, South 28 1/2 degrees East 65.5 feet, South 9 degrees West 42 feet, South 26 degrees East 86.5 feet, South 14 degrees West 64.5 feet, and South 29 degrees West 178 feet; thence leaving said branch, North 80 degrees West 525 feet to the beginning; containing 7.8 acres.

It being the same property which was conveyed to Baland Corporation (incorrectly referred to as Baland Corporation of Allegany County, Maryland), by Kenneth R. Baker and Sara M. Baker, his wife, by deed dated May 1, 1950, and recorded in Liber 228, folio 700, among the Land Records of Allegany County, Maryland.

EXCEPTING so much of the above described property as was conveyed by Baland Corporation to the State of Maryland for the use of The State Roads Commission, by deed dated August 11, 1953, and recorded in Liber

253, folio 246, among the Land Records of Allegany County, Maryland.

ALSO: All of the following described articles of personal property located at the Potomac Drive-In Theatre owned by the Baland Corporation and located on the East side of the Winchester Road, in Election District No. 29, in Allegany County, Maryland, and described by location on said property, as follows:

1 Marquee and letters.

TICKET BOOTH

2 Kleenex dispensers, 1 Communication Box, 1 Electric Heat, 1 Electric Clock, and 1 Fire Extinguisher.

FIELD

563 Simplex Speakers, 8 Regular Swings, 4 Child Swings, 6 Seesaws, 1 Merry-go-round, 2 Picnic Tables, 3 Sandboxes and 4 Benches.

MENS ROOM

1 Latrine, 1 Wash bowl and 1 Commode.

PROJECTION AND STORAGE ROOM

2 Gas cans, 1 Water Can, 1 Gold Model "DM" Automatic Rewinder, 2 Simplex Projectors (Serial Nos. 26812 and 26811), 50 gallon Kelvinator Water Heater, 1 Metal Locker and Projector extra parts, 1 Loud Speaker, 1 Record Player (RCA - 45 R. P. M.), 1 3-Speed Record Player W. C., and 1 Large Fan.

OFFICE

1 Wooden desk, 1 Safe, 1 Metal File Cabinet, and 1 Adding Machine.

LADIES ROOM

1 Metal Locker and janitor supplies, 1 Reed Settee, 1 Reed Chair, 1 Electric Hand Dryer, 1 Garbage Dispenser and 6 Commodes.

SNACK BAR

1 Sig Ress Roller Grill (hot dogs), 1 Cream Dispenser, 6 Coffee Urns, 3 Coffee Urn Tops, 1 Cory Electric Coffee Stove, 2 Garbage cans (20gal.), 2 Garbage Cans (10 gal.), 2 Toastmaster Roll Warmers, 2 Electric Coke Machines, 1 Baby bottle warmer - Burley, 1 Pop Corn Machine (super star), 1 Supreme Metal Sink, 1 Everhot Sauce Warmer, 1 Cash Register, 1 Hamburger Grill (Griswold), 1 Hotpoint French-Frier, 1 French-Frier Table, and 1 French-fry cutter (Becky Porter).

AUTOMOTIVE EQUIPMENT

1 Model A. Motor Tractor and 1 Mower.

1 Drive-In Screen.

It being the property owned by Baland Corporation and used by it in connection with the operation of the said Potomac Drive-In Theatre.

This obligation is also secured by the assignment of a life insurance policy on the life of Charles F. Owens, same being Policy No. 57858 with the George Washington Life Insurance Company of Charleston, West Virginia. Said assignment covers present or future surrender value of said policy.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Thirty Thousand (\$30,000.00) - - - - - Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, Manager or F. Brooks Whiting, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after

giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land ~~and hereinafter~~ and herein above described personal property located thereon to the amount of Thirty Thousand dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their respective lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

BALAND CORPORATION

By Charles F. Owens (SEAL)

Charles F. Owens (SEAL)

Charles F. Owens (SEAL)

Charles F. Owens (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 19th day of October, in the year

1953, before me, the subscriber, a Notary Public of the State of Maryland,

in and for said County, personally appeared, Charles F. Owens, President of Baland Corporation, and acknowledged the foregoing mortgage to be the act and deed of said corporation, and also said Charles F. Owens appeared individually and acknowledged the foregoing mortgage to be his act and deed,

And at the same time, before me, also personally appeared Marcus A. Naughton, Vice President of Cumberland Savings Bank of Cumberland, Maryland, and Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland

the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Ethel McCarty Notary Public

FILED AND RECORDED OCTOBER 20th 1953 at 12:15 P.M.

PURCHASE MONEY

This Mortgage. Made this 19th day of OCTOBER in the

year Nineteen Hundred and fifty-three by and between

Milton R. Moon and Beulah I. Moon, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Eight Hundred 00/100 - - - (\$4800.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 3 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-six 72/100 - - - (\$36.72) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of land situated in Allegany County, State of Maryland, which are known and designated as whole Lot No. 49 and part of Lot No. 50, Section C in the Cellulose City Addition as shown on the plat of said addition which is filed among the Plat Records of Allegany County in Liber 1, folio 49 which said lots are particularly described as a whole as follows:

BEGINNING for the same at the intersection of the Westerly side of Howard Street with the Northerly side of Fifth Avenue, and running then North 8 degrees West 45 feet to a point where the partition wall line of the double dwelling extended easterly intersects said Howard Street, then with said partition wall South 82 degrees West 100 feet to an alley, then along the Easterly side of said alley South 8 degrees East 45 feet to Fifth Avenue, and then along the Northerly side of Fifth Avenue, North 82 degrees East 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Walter H. Catchall and Loree M. Catchall, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Eight Hundred 00/100 - - - (\$4800.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge [SEAL]
Milton R. Moon
Bulah I. Moon [SEAL]
Bulah I. Moon

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 19TH day of OCTOBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Milton R. Moon and Bulah I. Moon, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 20th 1953 at 12:15 P.M.

This Mortgage. Made this 19TH day of OCTOBER in the

year Nineteen Hundred and Fifty-three by and between

The LeVale Baptist Church, a Corporation duly incorporated and existing under and by virtue of the Laws of the State of Maryland,

of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighteen Thousand Four Hundred 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Eighty-four 00/100 - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: And

WHEREAS, at a business meeting of the congregation of the LeVale Baptist Church held on the 27TH day of SEPTEMBER, 1953, a resolution was duly passed by the members of said body corporate authorizing the borrowing of said money.

FIRST: Said mortgagor hereby conveys all those two lots or parcels of ground known as Lots Nos. 1 and 2 laid off on the National Pike and near the Allegany Grove Camp Meeting Association land and more particularly described as a whole as follows:

BEGINNING for the outlines of Lots Nos. 1 and 2 at a point on the Southeast side of the National Pike distant 30 feet from the end of the second line reversed of a deed from James H. Percy, et al to the Allegany Grove Camp Meeting Association of Allegany County, a corporation, dated November 17, 1891, and recorded among the Land Records of Allegany County, in Liber No. 71, folio 128, and also at the intersection of the said National Pike and a County Road leading from said National Pike to Cresaptown and running then with said National Pike and said second line reversed of said Percy deed, North 64-1/2 degrees East 100 feet, then South 25-1/2 degrees East 150 feet, then South 64-1/2 degrees West 100 feet, more or less, to the aforesaid County Road leading to Cresaptown, and running with and binding on said Road, about 150 feet to the place of beginning on the National Pike.

BEING the same property which was conveyed to the said The LeVale Baptist Church by deed from The Second Baptist Church of Cumberland, Maryland dated the 30th day of June, 1951 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 234, folio 343.

SECOND: All those lots, pieces or parcels of ground lying and being on the Northerly side of the National Turnpike Road leading from Cumberland to Frostburg opposite Allegany Grove in Allegany County, Maryland and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of the

afore said National Turnpike Road, at the end of 222.8 feet on a line drawing South 67 degrees 50 minutes West from the beginning of Lot No. 3 of a series of lots laid out by Walter B. Long, which said Lot No. 3 was conveyed by Archie F. Wilson to Ida W. Frantz by deed dated the second day of April, 1904 and recorded among the Land Records of Allegany County, Maryland in Liber No. 95, folio 146 said point of beginning being also the old wire fence dividing the property known as the Six Mile House Farm from the property belonging to D. P. Miller and to be conveyed by said D. P. Miller to Everline et al, and running then with said old wire fence North 14 degrees 20 minutes West 140 feet, North 6 degrees 20 minutes West 271 3/4 feet, then South 67 degrees 50 minutes West 93.2 feet to intersect a line drawn North 22 degrees 10 minutes West from the place of beginning, then reversing said intersecting lines, South 22 degrees 10 minutes East 400 feet to the place of beginning.

THIRD: BEGINNING for the same on the Northerly side of the National Pike at a point distant North 12 degrees and 30 minutes West 553 3/4 feet South 67 degrees and 50 minutes West 10 feet from the corner of a stone marked H and P 1890 in Allegany Grove which stone is a corner between the land formerly owned by Jacob Humbird and James Percy but now owned by The Allegany Grove Camp Meeting Association which said stone stands Northeastly 290 feet from the National Turnpike to Cresaptown and 500 feet southwesterly from the southerly side of the National Turnpike South 67 degrees and 50 minutes West 112.81 feet, then leaving said Turnpike North 14 degrees and 20 minutes West 140 feet with an old wire fence the division line between the property hereby conveyed and the Six Mile House property, then still with said old wire fence and said division line North 6 degrees and 20 minutes West 271 3/4 feet, then North 67 degrees and 50 minutes East 19.6 feet, then South 22 degrees 10 minutes East 400 feet to the place of beginning.

BEING the same property which was conveyed unto the LaVale Baptist Church, a Corporation by deed from Hugh M. Wolfe et ux, dated the day of October, 1953, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1940 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant: to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant & covenant: with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that it will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant: to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Thousand Four Hundred 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

WITNESS the LaVale Baptist Church and the signatures of its President and Board of Trustees with the corporate seal attached.

The LaVale Baptist Church

BY Donald B. McGill (SEAL)
Donald B. McGill, President and Chairman
of the Board of Trustees



BOARD OF TRUSTEES:

Frank J. Byrd (SEAL) Vernon I. Carter (SEAL)
Frank J. Byrd
Joseph D. Snow (SEAL) Joseph D. Snow (SEAL)
Joseph D. Snow
Rev. C. F. Frith (SEAL)
Rev. C. F. Frith, Pastor

STATE OF MARYLAND TO-WIT:
COUNTY OF ALLEGANY

I HEREBY CERTIFY, that on this 19TH day of October, 1953, before me, the subscriber, personally appeared Donald B. McGill, President and Chairman of the Board of Trustees of the LeVele Baptist Church and Frank J. Byer, Ira Ray Mine, Vernon I. Carter and Joseph L. Smith, Trustees and Rev. C. F. Frith, pastor, and each acknowledged the foregoing mortgage to be the act and deed of said corporation.

George W. Legge
Notary Public

MY COMMISSION EXPIRES MAY 2, 1955

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 19TH day of OCTOBER in the year nineteen Hundred and Fifty -THREE, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

the said mortgagors herein and _____ acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagors and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagors.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED OCTOBER 20th 1953 at 2:40 P.M.

This Mortgage, Made this 19th day of October, in the year Nineteen Hundred and Fifty -three, by and between

Earl F. Dick and Geraldine M. Dick, his wife, and Margaret C. Roemer, Widow,
of Allegany County, in the State of Maryland,

part 1st of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of TWENTY-TWO HUNDRED AND SIX DOLLARS AND FORTY-SEVEN CENTS which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TWENTY-SIX Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground located in Section "A" of Cellulose City Addition, near Cresaptown, in Allegany County, Maryland, known and distinguished as Lot No. 207, the plat being filed in Plat Book No. 1, page 48, and more particularly described as follows:

BEGINNING at a peg on the South side of Cumberland Street (Also called U. S. Route No. 220 or McKullen Boulevard) at the intersection of said street with a ten foot alley, and running thence with said street North sixty-two degrees fourteen minutes East two and five-tenths feet to Broadway, and with said Broadway South thirty degrees forty minutes East one hundred and forty-three and seventy-five hundredths feet to an alley, and with said alley South eighty-two degrees West fifty-seven and six-tenths feet to another ten foot alley, and with said alley North eight degrees West one hundred and

thirty-one and eighty-five hundredths feet to the place of BEGINNING.

This being the same property which was conveyed by Margaret C. Roemer, Widow, unto the said Earl F. Dick and Geraldine Dick, his wife, by deed dated the 20th. of October, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber 27, folio 4//

The above described property is improved by a one story frame bungalow of five rooms and bath.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, Section 2, of the Annotated Code of Maryland.

Margaret C. Roemer, Widow, for value received joins in this mortgage and note intending thereby to bind herself personally and unconditionally to pay the same.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns; forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagors, their successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale to some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns for their covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described herein against loss by fire in at least the sum of \$10,000, and to pay the premium therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s.

Attest:

Rossie A. Arthur

Earl F. Dick

Earl F. Dick

Geraldine M. Dick

Margaret C. Roemer

Margaret C. Roemer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17th day of October,

in the year nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Earl F. Dick and Geraldine M. Dick, his wife, and Margaret C. Roemer, Widow,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagors and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagors.



Witness my hand and Notarial Seal the day and year aforesaid.

Rossie A. Arthur
Notary Public.

FILED AND RECORDED OCTOBER 21st 1953 at 2:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of OCTOBER in the year Nineteen Hundred and fifty-three by and between
Paul A. Boslay and Hazel V. Boslay, his wife,

of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Three Hundred Eighty-nine 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-four 90/100 - - - - - (\$34.90) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Donna Street known and designated as Lot No. 15, Section No. 2 in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 109 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the Easterly side of Donna Street at the end of the first line of Lot No. 14, Section No. 2 in said addition, and running then with said street South 15 degrees 28 minutes East 50 feet, then North 74 degrees 32 minutes East 158 feet, then North 15 degrees 28 minutes West 50 feet to the end of the second line of said Lot No. 14, and then with second line reversed South 74 degrees 32 minutes West 158 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Three Hundred Eighty-nine 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all government taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Paul A. Bosley [SEAL]
Paul A. Bosley
Hazel V. Bosley [SEAL]
Hazel V. Bosley [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20TH day of OCTOBER

in the year nineteen Hundred and Fifty -three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul A. Bosley and Hazel V. Bosley, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.